

## CHARTER SCHOOL PERFORMANCE CERTIFICATE

This Performance Certificate (“Certificate”) is executed on **June 8, 2023**, by and between the Idaho Public Charter School Commission (the “Authorizer”) and **Monticello Montessori Charter School, Inc.** (the “Charter Holder”) for the purpose of operating **Monticello Montessori Charter School** (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Act of 1998, Idaho Code section 33-5201 *et seq.*, as amended (the “Charter Schools Act”).

### RECITALS

WHEREAS, **Monticello Montessori Charter School, Inc.** is a non-profit entity incorporated with a board of directors; and

WHEREAS, on **July 22, 2009**, the Authorizer approved a charter petition for the establishment of the School; and

WHEREAS, the School began operations in the year **2010**; and

WHEREAS, the School’s charter was renewed on **March 1, 2018**, for a five-year term of operations; and

WHEREAS, on **March 8th, 2023**, the Authorizer conditionally renewed the School’s charter for a subsequent five-year term of operations to begin July 1, 2023 and end on June 30, 2028,

NOW THEREFORE in consideration of the foregoing recitals and the mutual understandings contained herein, the Authorizer and **Monticello Montessori Charter School, Inc.** agree as follows:

### SECTION 1: TERMS OF AUTHORIZATION

- A. Establishment of School.** The Charter Holder is hereby authorized to implement at the School the program described in the Charter, attached to this Certificate as Appendix C and incorporated herein by this reference. Any significant changes to any section of the Charter, including the educational program, facilities plan, financial plan, or the management plan, during the School’s pre-operational period or first operational term shall be treated as an amendment in accordance with the Authorizer’s policy.
- B. Term of Agreement.** The School’s operational term shall be from July 1, **2023** and end on June 30, **2028**. Subsequent terms of operation may be issued by the Authorizer in accordance with Idaho Code and Authorizer policy.
- C. Renewal Conditions.** The School is conditionally approved to operate. Applicable conditions are attached as **Appendix B** and incorporated herein by this reference. If all renewal conditions have been completed to the satisfaction of the Authorizer by the stated due date, the School shall

continue operations through the remainder of the current Certificate term. In the event that all renewal conditions have not been completed to the satisfaction of the Authorizer by the stated due date, the Authorizer will consider whether to exercise its authority to revoke the School's Charter at its next regularly scheduled meeting.

## SECTION 2: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows: Through a Montessori-inspired approach to learning, students will maximize their inner potentials and experience purpose and meaning in life, take responsibility for their own education, cultivate personal dignity and develop independence and purpose in life.
- B. Grades Served.** The School may serve students in grades Kindergarten through 8.
- C. Design Elements.** The School shall implement and maintain the following essential design elements of its educational program:
- Maintain commitment to the core Montessori curriculum and instruction by utilizing authentic Montessori materials. This can be measured via curriculum review and lesson plans.
  - Idaho State Standards are used as a basis for what every child needs to know. From there, the Montessori approach is utilized to help students master required knowledge and skills. This can be measured via lesson plans and policy review.
  - Employ experienced Montessori teachers or teachers who will become Montessori certified. This can be measured via data review.
  - Employ a building principal/educational leader who has knowledge of Montessori principles and curriculum through Montessori coursework, Montessori Administrator Credential and/or annual conference exposure. This can be measured via data review.
  - Students will utilize work plans to guide them in their learning toward mastery. This can be measured via observation and lesson plan review.
- D. Standardized Testing.** Students of the School shall be tested with the same standardized tests as other Idaho public school students.
- E. Accreditation.** The School shall be accredited as provided by rule of the State Board of Education.

## SECTION 3: SCHOOL GOVERNANCE

- A. Governing Board.** The School shall be governed by a non-profit board of directors (the "Board") incorporated by the Charter Holder. The Board shall serve as public agents authorized by the Authorizer, in a manner that is consistent with the terms of this Certificate, so long as such provisions are in accordance with state and federal laws, rules and regulations. The Board shall have final authority with respect to the School's operation, and shall have the responsibility of overseeing academic achievement, financial stability, and operational management of the School. The Charter Holder shall also be responsible for maintaining and enforcing a compliant Board and providing overall Board stewardship for the School.
- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the Charter

Holder shall provide for governance of the operation of the School as a nonprofit corporation and a public charter school, and shall at all times be consistent with all applicable laws, rules, regulations, and this Certificate. The Charter Holder shall notify the Authorizer of any modification to the articles of incorporation or bylaws within five business days of approval by the Charter Holder.

- C. Charter Board Composition.** The composition of the Board shall at all times be determined by and consistent with the articles of incorporation and bylaws, and all applicable laws, rules, regulations, and policies. The Charter Holder shall notify the Authorizer of any changes to its composition within five business days of it taking effect.

#### **SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES**

- A. Oversight Allowing Autonomy.** The Authorizer’s role shall be to evaluate the School’s performance outcomes according to this Certificate and the Performance Framework, and shall be to provide compliance oversight. The Authorizer shall comply with the provisions of the Charter Schools Act and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School.
- B. Charter School Performance Framework.** The Charter School Performance Framework (“Performance Framework”) is attached and incorporated into this agreement as Appendix A. The Performance Framework shall be used to annually evaluate the School’s academic achievement, Board stewardship, operational management, and financial stability. The specific terms of the Performance Framework are determined by the Authorizer and shall be binding on the School.
- C. Identified Comparison Group.** For purposes of evaluating the School against the metrics and measures established in the Performance Framework, the School’s comparison group shall be identified as described below and shall be established for the length of the Certificate term:  
**Bonneville District (093).**
- D. Authorizer to Monitor School Performance.** The Authorizer shall monitor and report on the School’s progress in relation to the indicators, measures, metrics, and targets set out in the Performance Framework. A formal report of the School’s academic, financial, and operational performance (“Performance Report”) shall be provided to the school and the public by the Authorizer annually. Data necessary to conduct this evaluation will be collected throughout the year. Additional reviews may be necessary if compliance concerns arise.
- E. School Performance.** The School shall meet standard on all measures of the Performance Framework. The Authorizer shall renew any charter in which the School met all the terms of its Certificate, including all appendices, at the time of renewal.
- F. Performance Framework as Basis for Renewal of Charter.** The School’s performance in relation to the Performance Framework shall provide the basis upon which the Authorizer shall decide whether to renew the School’s Charter at the end of the Certificate term.
- G. Required Reports.** The School shall prepare and submit reports as required by the Authorizer’s policy.
- H. Authorizer’s Right to Review.** The Authorizer maintains the right to request and review additional documentation if such becomes necessary in the course of regular oversight duties or to

investigate the validity of a compliance concern. The Authorizer shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to the School.

- I. **Site Visits.** The Authorizer may conduct site visits in accordance with the Authorizer’s policy. Reports from any site visit shall be made available to the School and shall be included in the School’s annual Performance Report.

## SECTION 5: SCHOOL OPERATIONS

- A. **In General.** The School and the Charter Holder shall operate at all times in accordance with all federal and state laws, rules, regulations, local ordinances, and Authorizer policies applicable to public charter schools.
- B. **Maximum Enrollment.** The maximum number of students who may be enrolled in the school shall be 345 students.
- C. **Equitable Enrollment Procedures.** The School shall make student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the School than there are spaces available, the School shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
  - i. **Calendar.** The School shall operate on a traditional nine-month calendar in which the last day of the regular term shall fall on or before June 30
- D. **School Facilities.** The School shall operate at the following location(s): 4707 S. Sweetwater Way, Ammon, ID 83406. The School shall provide the Authorizer with facilities documentation, including occupancy permits, fire marshal reports, building inspection reports, and health department reports for any facility newly occupied by the School, and any remodeling or construction project for which such documentation is necessary in accordance with Authorizer policy and in accordance with law, rule, regulations, and authorizer policy.
- E. **Attendance Area.** The School’s primary attendance area shall be used for the purposes of determining applicability of this enrollment preference category. Bonneville, Bingham, and Jefferson Counties.
- F. **Staff.** Instructional staff shall be certified as provided by rule of the State Board of Education. All full-time staff members of the School shall be covered by the Public Employee Retirement System of Idaho, federal social security, unemployment insurance, worker’s compensation insurance, and health insurance.
- G. **Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

## SECTION 6: SCHOOL FINANCE

- A. **General.** The School shall comply with all applicable financial and budget laws, rules, regulations, and financial reporting requirements, as well as the requirements contained in the

School's Performance Framework.

- B. Financial Controls.** At all times, the Charter Holder shall ensure that the School maintains appropriate governance, managerial procedures, and financial controls, which shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them; (2) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants, all in accordance with state and federal laws, rules, regulations, and Authorizer policy.
- C. Financial Audit.** The School shall submit audited financial statements from an independent auditor to the Authorizer no later than November 1 of each year.
- D. Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format or any other format as may be reasonably requested by the Authorizer.

## **SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION**

- A. Relinquishment.** Should the Charter Holder choose to relinquish its Charter before the expiration of this Certificate, it may do so upon written notice to the Authorizer. In such a case, the Authorizer's closure protocol shall begin immediately following written notification.
- B. Nonrenewal.** The Authorizer may non-renew the Charter at the expiration of the Certificate if the School failed to meet one or more of the terms of its Certificate, including the Performance Framework. The Charter Holder may appeal a decision to non-renew directly to the State Board of Education.
- C. Revocation.** The School's Charter may be revoked by the Authorizer if the School has failed to meet one or more of the renewal conditions, included in Appendix B, by the stated due date. The School's Charter may be revoked as provided by Idaho Code section 33-5209C. In such an event, the Authorizer shall consider whether to revoke the School's Charter at its next regularly scheduled meeting. The decision shall be made at that time. The Charter Holder may appeal a decision to revoke directly to the State Board of Education.
- D. Closure.** The Authorizer's closure protocol shall begin immediately after a decision to relinquish is made by the Charter Holder, or a decision to revoke or non-renew or is made by the Authorizer. Closure protocol shall begin regardless of whether the Charter Holder appeals the decision. In the event that closure protocol begins, the School shall cease operations no later than the following June 30. Closure protocol shall only cease if the State Board of Education overturns the Authorizer's decision.

## **SECTION 8: MISCELLANEOUS**

- A. No Employee or Agency Relationship.** None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, partnership, ownership, or employment between the Authorizer and the School.

- B. Additional Services.** Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.
- C. No Third-Party Beneficiary.** This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.
- D. Amendment.** This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF, the Authorizer and the Charter Holder have executed this Performance Certificate to be effective **April 13, 2023.**

Alan L Reed  
Alan L Reed (Jun 17, 2023 22:41 MDT)

Jun 17, 2023

**Chairman**  
**Idaho Public Charter School Commission**

David Meyer  
David Meyer (Jun 16, 2023 15:31 MDT)

Jun 16, 2023

**Chairman**  
**Monticello Montessori Charter School, Inc. Governing Board**

**Appendix A: Performance Framework**

**Appendix B: Conditions**

**Appendix C: Charter**

**Appendix D: IPCSC Closure Protocol**

## Appendix A: Performance Framework



PERFORMANCE FRAMEWORK GUIDANCE: ACADEMIC MEASURES

*Adopted 8/13/2020*

*Revised 4/14/2022*

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Alan Reed, Chairman

Jenn Thompson, Director

# ACADEMIC MEASURES

## All School Measures

1. Math Proficiency
2. ELA Proficiency
3. Math Growth
4. ELA Growth
5. Literacy Proficiency
6. College and Career Readiness

Comparison Group: Specific to school.

## 1. MATH PROFICIENCY

**Proficiency Rate:** The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Math and ELA Proficiency Rubric	
Exceeds Standard	The school's proficiency rate is greater than one standard deviation above the mean of the identified comparison group, <b>OR</b> The school's proficiency average is in 90 <sup>th</sup> percentile of all Idaho schools.
Meets Standard	<b>The school's proficiency rate is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group.</b>
Approaches Standard	The school's proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school's proficiency rate is more than one standard deviation below the mean of the identified comparison group, <b>OR</b> the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan.

## 2. ELA PROFICIENCY

**Proficiency Rate:** The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

<b>Math and ELA Proficiency Rubric</b>	
Exceeds Standard	The school's proficiency rate is greater than one standard deviation above the mean of the identified comparison group, <b>OR</b> The school's proficiency average is in 90 <sup>th</sup> percentile of all Idaho schools.
<b>Meets Standard</b>	<b>The school's proficiency rate is equal to the mean OR Falls between the mean and one standard deviation above the mean of the identified comparison group.</b>
Approaches Standard	The school's proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school's proficiency rate is more than one standard deviation below the mean of the identified comparison group, <b>OR</b> the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan.

### 3. MATH GROWTH

**Growth Rate:** The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Growth Rubric Math	
Exceeds Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, <b>OR</b> The school's growth rate is in the 90 <sup>th</sup> percentile of all Idaho public schools.
Meets Standard	<b>The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR The growth rate increased by at least 10% over the previous year.</b>
Approaches Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group.

## 4. ELA GROWTH

**Growth Rate:** The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Growth Rubric ELA	
Exceeds Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, <b>OR</b> The school's growth rate is in the 90 <sup>th</sup> percentile of all Idaho public schools.
Meets Standard	<b>The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR The growth rate increased by at least 10% over the previous year.</b>
Approaches Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group.

## 5. LITERACY PROFICIENCY

**Literacy Proficiency Rate:** The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

Literacy Proficiency Rubric	
Exceeds Standard	<p>One of the following is true:</p> <ul style="list-style-type: none"> <li>• The school's proficiency rate on the spring administration of the statewide literacy assessment is greater than one standard deviation above the mean of the identified comparison group;</li> <li>• the school's proficiency rate on the spring administration of the statewide literacy assessment is at or above 90%; <b>OR</b></li> <li>• The fall to spring change in proficiency rate is 20% or greater.</li> </ul>
Meets Standard	<p><b>The school's proficiency on the spring administration of the statewide literacy assessment is equal to the mean or within one standard deviation above the mean of the identified comparison group; OR The school's fall to spring change in proficiency rate is between 10%-19%.</b></p>
Approaches Standard	<p>The school's proficiency on the spring administration of the statewide literacy assessment falls within one standard deviation below the mean of the identified comparison group.</p>
Does Not Meet Standard	<p>The school's proficiency rate on the spring administration of the statewide literacy assessment is more than one standard deviation below the mean of the identified comparison group.</p>

## 6. COLLEGE AND CAREER READINESS

**Adjusted Cohort Graduation Rate (ACGR):** Alternative schools will be evaluated based on their 5-Year ACGR. All other schools will be evaluated based on their 4-Year ACGR.

**Graduation Rate:** The IPCSC will use either the 4-Year ACGR as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

<b>C&amp;C Readiness Rubric</b>	
Exceeds Standard	The school's 4-Year ACGR is greater than one standard deviation above the identified comparison group, <b>OR</b> The school's ACGR is 90%.
<b>Meets Standard</b>	<b>The school's 4-Year ACGR is equal to the mean OR Falls between the mean and one standard deviation above the mean of the identified comparison group.</b>
Approaches Standard	The school's 4-Year ACGR falls between the mean and one standard deviation below the mean of the identified comparison group.
Does Not Meet Standard	The school's 4-Year ACGR is more than one standard deviation below the identified comparison group.

# OPERATIONAL MEASURES

## BOARD STEWARDSHIP

1. Governance Structure
2. Governance Oversight
3. Governance Compliance

## OPERATIONAL MANAGEMENT

4. Student Services
5. Data Security and Information Transparency
6. Facility and Services
7. Operational Compliance

# BOARD GOVERNANCE

## 1. Governance Structure Rubric

**Data Sources:** Board bylaws, articles of incorporation, and any courtesy letters or notifications issued to the school by entities responsible for oversight or enforcement.

Governance Structure Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<ul style="list-style-type: none"><li>• <b>Board Bylaws are compliant with ID law.</b></li><li>• <b>Articles of Incorporation are current.</b></li><li>• <b>No investigations were conducted into either ethical behavior or conflict of interest regarding any board director.</b></li><li>• <b>The board did not experience an Open Meeting Law violation that needed to be cured this year.</b></li></ul>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## 2. Governance Oversight Rubric

**Data Sources:** Board meeting minutes, school policies, continuous improvement plan (or other strategic planning evidence if submitted by the school), and verification of submission of annual administrator evaluation.

Governance Oversight Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<ul style="list-style-type: none"><li>• <b>The board reviews academic data in a timely and thorough manner.</b></li><li>• <b>The board reviews financial reports in a timely and thorough manner.</b></li><li>• <b>The board maintains compliant policies.</b></li><li>• <b>The board engages in strategic planning.</b></li><li>• <b>The board conducts a compliant annual evaluation of their school leader and/or management organization.</b></li></ul>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

### 3. Governance Compliance Rubric

**Data Sources:** If applicable, courtesy letters/notifications of concerns, investigation, or findings issued to the school by entities responsible for oversight or enforcement, and any documentation of correction provided by the school.

Governance Compliance Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
<b>Meets Standard</b>	<b>The IPCSC did not issue any courtesy letters or notify an external investigative body of compliance concerns this year.</b>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

# OPERATIONAL MANAGEMENT

## 4. Student Services Rubric

**Data Sources:** If applicable, any notifications or courtesy letters issued by the SDE or SBOE which required corrective action with regard to the school's ELL, SPED, or College and Career Readiness programs, as well as any documentation submitted by the school evidencing correction.

Student Services Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<b>All of the following are true:</b> <ul style="list-style-type: none"><li>• <b>The school's English Language Learner program is in good standing;</b></li><li>• <b>The school's Special Education program is in good standing; The school's college and career readiness program is in good standing; and</b></li><li>• <b>The school's federal programs are in good standing.</b></li></ul>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## 5. Data Security and Information Transparency Rubric

**Data Sources:** periodic desk audit of school website, and any formal notifications regarding data security or public records compliance.

Data Security and Information Transparency Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<ul style="list-style-type: none"> <li>• <b>The school's website is compliant with I.C. 33-133(7) (data collection, access, and security policy); I.C. 33-320 (continuous improvement plan); and I.C. 33-357 (expenditures updated monthly, contracts, performance reports, and annual budgets).</b></li> <li>• <b>The school did not experience any issues involving data security this year.</b></li> <li>• <b>The school did not experience any compliance issue regarding public records requests this year.</b></li> </ul>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## 6. Facility and Services Rubric

**Data Sources:** Verification of meal service program and transportation services via public documents and/or school website, and any notifications of concerns regarding occupancy or safety issued to the school by entities responsible for oversight or enforcement.

Facility and Building Services Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<ul style="list-style-type: none"> <li>• <b>The school's occupancy certificate is current.</b></li> <li>• <b>The school maintains current safety inspections and drills.</b></li> <li>• <b>The school provides daily transportation to students in compliance with Idaho Code. The school provides a compliant lunch program.</b></li> </ul>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

## 7. Operational Compliance Rubric

**Data Sources:** Periodic observation of enrollment lottery, and if applicable, any corrective action plans issued by the SDE not related to special education, ELL, or college and career readiness (as these are captured elsewhere), or formal notification of late reports or enrollment violations.

Operational Compliance Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
<b>Meets Standard</b>	<ul style="list-style-type: none"><li>• <b>Required reports are submitted accurately and on time.</b></li><li>• <b>The school maintains a compliant enrollment process.</b></li><li>• <b>No correct action plans were issued by the SDE this year.</b></li></ul>
Approaches Standard	The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days.
Does Not Meet Standard	The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days.

# FINANCIAL MEASURES

## NEAR TERM HEALTH

1. Current Ratio
2. Unrestricted Days Cash
3. Default
4. Enrollment Variance

## SUSTAINABLE HEALTH

5. Total Margin and 3Yr Aggregated Total Margin
6. Cash Flow and Multi-Year Cash Flow
7. Debt Service Coverage Ratio
8. Debt to Asset Ratio
9. Financial Compliance Rubric

## NEAR-TERM HEALTH

### 1. Current Ratio

Calculation: Current Assets divided by Current Liabilities

Data Source: Annual Fiscal Audit Report

Current Ratio Rubric	
Exceeds Standard	The school has a current ratio of more than 1.5
Meets Standard	<b>The school has a current ratio of at least 1.1 (or between 1.0 and 1.1 with a 1-year positive trend)</b>
Approaches Standard	The school has a current ratio of between .9 and 1.0 (or between 1.0 and 1.1 with a 1-year negative trend)
Does Not Meet Standard	The school has a current ratio of .9 or less.

### 2. Unrestricted Days Cash

Calculation: Unrestricted Cash and investments divided by ((Total Expenses minus Depreciation Expense) / 365)

Data Source: Annual Fiscal Audit Report

Unrestricted Days Cash Rubric	
Exceeds Standard	The school has more than 60 days cash on hand
Meets Standard	<b>The school has 60 days cash OR Between 30- and 60-days cash and one-year trend is positive.</b>  <b>*Note: Schools in their first or second year of operation must have a minimum of 30 days cash.</b>
Approaches Standard	The school has between 15-30 days cash <b>OR</b> Between 30-60 days cash, but one-year trend is negative.
Does Not Meet Standard	The school has fewer than 15 days cash on hand.

### 3. Default

**Calculation:** No calculation.

**Data Source:** Annual Fiscal Audit Report, Terms of Debt, Other Formal Notifications Received by School.

Default Rubric	
Exceeds Standard	The school has met standard for at least 3 consecutive years, including the most recently completed school year.
Meets Standard	<b>The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year.</b> <b>Financial obligations include, but are not limited to, making payments to vendors and utility services on time, complying with all loan covenants, filing any reports required for maintenance of grants or philanthropic funds, meeting all tax obligations, and operating without financial judgements or property liens.</b>
Approaches Standard	The school experienced one or more instances of minor default during the fiscal year (such as making late payments); however, the school is not currently in default of any financial obligations.
Does Not Meet Standard	School is currently in default of financial obligations.

### 4. Enrollment Variance

**Calculation:** Actual enrollment as of the first Friday in November (drawn from ISEE) divided by enrollment projections as submitted directly to the IPCSC in July.

**Data Source:** ISEE and direct school report

Enrollment Variance Rubric	
Exceeds Standard	The school has met standard for at least 3 consecutive years, including the most recently completed school year.
Meets Standard	<b>Enrollment variance is equal to or greater than 95%.</b>
Approaches Standard	Enrollment variance was between 90% and 95%, <b>OR</b> The enrollment variance was less than 90% and the school provided a mid-year amended budget evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.
Does Not Meet Standard	Enrollment variance was less than 90% and the school did not provide evidence of mid-year budget amendments or operational changes evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments.

# SUSTAINABLE HEALTH

## 5. Total Margin and 3Yr Aggregated Total Margin

### Calculation:

Most Recent Year Total Margin: 2019 Net Income divided by 2019 Total Revenue.

3-Year Aggregated Total Margin: (2019 Net Income +2018 Net Income +2017 Net Income) divided by (2019 Total Revenue +2018 Total Revenue +2017 Total Revenue)

Data Source: Annual Fiscal Audit Report

Total Margin and 3-Yr Aggregated Total Margin	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<p><b>Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive</b></p> <p><b>OR</b></p> <p><b>Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive.</b></p> <p><b>*Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</b></p>
Approaches Standard	Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard".
Does Not Meet Standard	Aggregated 3-Year Total Margin is less than or equal to -1.5 percent <b>OR</b> The most recent year Total Margin is less than -10 percent.

## 6. Cash Flow and Multi-Year Cash Flow

Calculation (example years are included as reference):

Most Recent Year Cash Flow: 2020 Cash and Investments minus 2019 Cash and

Investments Previous Year Cash Flow: 2019 Cash and Investments minus 2018

Cash and Investments Multi-Year Cash Flow: 2020 Cash and Investments minus

2018 Cash and Investments

Data Source: Annual Fiscal Audit Report

Cash Flow and Multi-Year Cash Flow	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<p><b>Multi-Year Cumulative Cash Flow is positive, and Cash Flow is positive in the most recent year is positive,</b></p> <p><b>OR</b></p> <p><b>Multi-Year Cumulative Cash Flow is negative, but documentation identifies this as a result of a one-time, planned purchase (such as a facility remodel).</b></p> <p><b>*Note: Schools in their first or second year of operation must have positive cash flow.</b></p>
Approaches Standard	Multi-Year Cumulative Cash Flow is positive, but Cash Flow is negative in the most recent year.
Does Not Meet Standard	Multi-Year Cumulative Cash Flow is negative, and no documentation identifies this as a result of a one-time, planned purchase.

## 7. Debt Service Coverage Ratio

### Calculation:

If school owns its facility or if the school leases its facility and the lease is capitalized:  
 (Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments)

If school leases its facility and the lease is not capitalized: (Facility Lease Payments + Net Income + Depreciation Expense + Interest Expense) divided by (Principal + Interest + Lease Payments)

Data Source: Annual Fiscal Audit Report

Debt Service Coverage Ratio Rubric	
Exceeds Standard	The school's debt service coverage ratio is 1.5 or greater <b>OR</b> The school operates debt-free.
<b>Meets Standard</b>	<b>Debt Service Coverage Ratio is between 1.1 and 1.49</b>
Approaches Standard	The school's debt service coverage ratio is between .9 and 1.09
Does Not Meet Standard	Debt Service Coverage Ratio is less than .9

## 8. Debt to Asset Ratio

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report

Debt to Asset Ratio	
Exceeds Standard	The school has met standard for 3 consecutive years, including the most recently completed school year., <b>OR</b> The school operates debt-free.
<b>Meets Standard</b>	<b>The school's Debt to Asset Ratio is less than 0.9</b>
Approaches Standard	The school's Debt to Asset Ratio is between 0.9. and 1.0
Does Not Meet Standard	The school's Debt to Asset Ratio is greater than 1.0

## 9. Financial Compliance Rubric

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report, Desk Audit of Policies, Other Formal Notifications Received by School

Financial Compliance Rubric	
Exceeds Standard	The school has met standard for 3 or more consecutive years, including the most recently completed school year.
Meets Standard	<ul style="list-style-type: none"><li>• <b>Accounting Practices: finances are managed in compliance with GAAP.</b></li><li>• <b>Financial Transparency: expenditures and contracts are posted on the school's site.</b></li><li>• <b>Internal Controls: the school's internal controls are compliant.</b></li></ul>
Approaches Standard	The school was informed of non-compliance with accounting practices, financial transparency, or internal controls, and prompt action to correct is in evidence.
Does Not Meet Standard	The school is operating under a notification of fiscal concern or a notification of possible or imminent closure <b>OR</b> The school was informed of non-compliance with accounting practices, financial transparency, or internal controls and the issues were not corrected within 30 days.

## Appendix B: Conditions

## Appendix B: Conditions of Renewal

1. Condition 1: MMCS must achieve a Meets Standard rating on the Financial Default measure of the Commission's performance framework by July 1, 2023.

MMCS did not meet standard on the Financial Default measure in fiscal year 2022, as it failed to meet its federal tax obligations. The Financial Default measure is defined in the performance framework and shall be incorporated into MMCS's 2023-2028 performance certificate.

To meet this condition, MMCS must not be in default of any financial obligations, including, but not limited, facility debt, federal taxes, and payroll obligations. To verify that MMCS is no longer in default of federal tax obligations, MMCS must provide evidence that either (a) any back taxes owed to the IRS (including any penalties) have been paid in full by July 1, 2023, or (b) by July 1, 2023, the IRS has agreed to place MMCS on a payment plan that allows the school to maintain long-term financial sustainability with the revenue generated by 150 students (the enrollment achieved in fiscal year 2022 and fiscal year 2023).

2. Condition 2: By November 15, 2024 MMCS must achieve a Meets Standard rating on the following performance framework financial measures: Financial Default, Enrollment Variance, Financial Compliance, Current Ratio, Days Unrestricted Cash on Hand, Total Margin, Debt Service Coverage Ratio, and Debt to Asset Ratio.

Achieving a Meets Standard rating on these 8 financial measures will evidence the school's ability to correct the standards not met in fiscal year 2022 without negatively impacting other financial measures.

3. Condition 3: By November 15, 2025, MMCS must achieve a Meets Standard rating on all 9 of the financial measures of the Commission's performance framework which include: Financial Default, Enrollment Variance, Financial Compliance, Current Ratio, Days Unrestricted Cash on Hand, Total Margin, Debt Service Coverage Ratio, Debt to Asset Ratio, and Cash Flow.

Achieving a Meets Standard rating on all 9 financial measures will evidence the school's ability to achieve financial good standing. Additionally, once MMCS meets the terms of this condition, the Notification of Fiscal Concern, under which the

school has operated since fiscal year 2021, can be considered for removal the following June.

4. Condition 4: By November 15, 2026, MMCS must achieve a Meets Standard rating on all 9 of the financial measures of the Commission's performance framework which include:

Financial Default, Enrollment Variance, Financial Compliance, Current Ratio, Days Unrestricted Cash on Hand, Total Margin, Debt Service Coverage Ratio, Debt to Asset Ratio. and Cash Flow.

Achieving a Meets Standard rating on all 9 financial measures will evidence the school's ability to not only achieve financial good standing, but also its ability to maintain that good standing over time.

5. Condition 5: MMCS must achieve a Meets Standard rating on the literacy proficiency measure of the Commission's performance framework in fiscal year 2025. Since the corresponding data will be evaluated on or before November 15, 2025, the date by which this condition must be met is November 15, 2025.

MMCS did not meet standard on the literacy proficiency measure in any operational year over the course of this performance certificate term. The literacy measure is defined in the performance framework and shall be incorporated into MMCS's 2023-2028 performance certificate.

6. Condition 6: MMCS must achieve a Meets Standard rating on the math proficiency measure of the Commission's performance framework in fiscal year 2025. Since the corresponding data will be evaluated on or before November 15, 2025, the date by which this condition must be met is November 15, 2025.

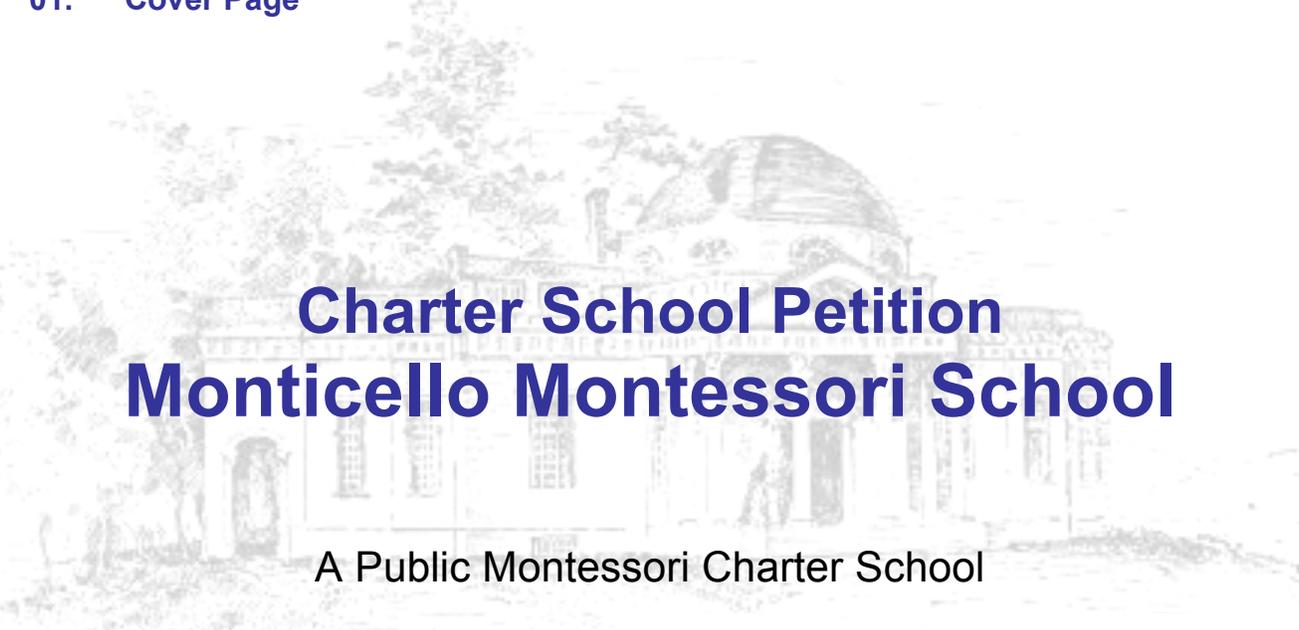
MMCS did not meet standard on the math proficiency measure in any operational year over the course of this performance certificate term. The math proficiency measure is defined in the performance framework and shall be incorporated into MMCS's 2023-2028 performance certificate.

7. Condition 7: MMCS must achieve a Meets Standard rating on the English language arts proficiency measure of the Commission's performance framework in fiscal year 2025. Since the corresponding data will be evaluated on or before

November 15, 2025, the date by which this condition must be met is November 15, 2025.

MMCS did not meet standard on the English language arts proficiency measure in any operational year over the course of this performance certificate term. The English language arts proficiency measure is defined in the performance framework and shall be incorporated into MMCS's 2023-2028 performance certificate.

Appendix C: Charter



# Charter School Petition Monticello Montessori School

A Public Montessori Charter School

BEFORE THE IDAHO PUBLIC CHARTER SCHOOL COMMISSION

Opened Fall, 2010

Attendance Area:  
Bonneville, Bingham, and Jefferson Counties

School Building Location:  
4707 S Sweet Water Way  
Ammon, ID 83406

Submitted By:

Monticello Montessori Board of Trustees  
administrator@monticellomontessori.com

4704 S Sweetwater Way  
Ammon, ID 83406  
(208) 419-0742

“Any child who is self-sufficient, who can tie his shoes, dress or undress himself, reflects in his joy and sense of achievement the image of human dignity, which is derived from a sense of independence.”

—Dr. Maria Montessori

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### 03. Tab 1 Articles of Incorporation, Mission, and Vision

#### A. File-Stamped Articles of Incorporation

Copies of Articles of Incorporation, file-stamped by the Idaho Secretary of State's Office; and of the signed Bylaws adopted by the board of directors of the Monticello are provided in Appendix A.

#### B. Petition Signatures of Qualified Electors

Copies of Signatures of at least thirty (30) qualified electors of Bonneville School District No. 93 and proof of qualification of electors are provided in Appendix B.

#### C. Mission and Vision Statements

##### **Mission Statement:**

**Monticello Montessori helps students to become critical thinkers and intrinsically motivated learners.** Critical Thinkers solve problems, clarify ideas, analyze arguments, and evaluate inductive, deductive, comparative, ideological and empirical reasoning. Motivated Learners desire to learn, engage problems, apply knowledge and achieve results.

##### **Vision Statement:**

**Students attending Monticello will maximize their inner potentials and experience purpose and meaning in life** by taking responsibility for their own education and cultivating personal dignity and independence through the Montessori approach to learning.

## 04. Tab 2 Proposed Operation and Potential Effects of the Charter School

### Facilities

The administration/school building(s) shall be properly licensed and compliant with code with regard to the Americans with Disabilities Act, all OSHA regulations and with all applicable Idaho laws. The building shall provide sufficient wiring and communication capabilities to support the nature and infrastructure of the school. The building shall also provide adequate heating, ventilation, lighting, sanitary conditions, and water supply to support the school's staff and students.

In accordance with Montessori classroom design principles, classrooms shall allow a minimum of 35 square feet per student enrolled between the ages of 5 and 8. Ideally, but not required, classrooms for students between the ages of 9 and 12 allow 50 square feet per student enrolled. Classrooms shall provide an abundance of natural light from windows to the outdoor environment. The facility shall accommodate the need for small kitchens and sinks in every classroom. The Charter Developers are currently exploring a variety of building options for the school to ensure sustainability of the program. The Charter Developers intend to build a permanent facility by 2015. Until financing can be secured for such a project, the school will likely lease a facility either from School District No. 93 or from a private entity. Details about the building plan are included in Appendix J.

### Administrative Services

Administrative services are selected and evaluated by the Monticello Board. Monticello teachers are employed by the school through the use of Idaho Standard Teachers' Contracts. School personnel are required to hold the appropriate Idaho teaching certifications and endorsements. Monticello teachers hold highly qualified status under No Child Left Behind Act (NCLB) or are working towards this status in a state-approved program of instruction. This may include state-approved alternative routes to certification such as through the American Board for Certification of Teacher Excellence (ABCTE).

*Monticello implements the following recommendations from the American Montessori Society's "Essential Elements of Successful Montessori Schools in the Public Sector:"\**

- Employ an experienced Montessori teacher to serve as curriculum coordinator.
- Employ a building principal/educational leader who has knowledge of Montessori principles and curriculum through Montessori coursework, Montessori Administrator Credential and/or annual conference exposure.
- Maintain commitment to the core Montessori curriculum and instruction even with changes in administrative staff.

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\* American Montessori Society. *Essential elements of successful montessori schools in the public sector.*  
<http://www.amshq.org/schoolExtras/publicEssentials.html>

## Potential Civil Liability Effects

Monticello is incorporated as a nonprofit public school with the Monticello Board listed as having the responsibilities and liabilities for the operation of the school. Idaho School Boards Association (ISBA) policies will serve as a basis for Monticello policy until the school's policies can be developed completely.

Monticello operates independently as a Local Education Agency (LEA). Monticello is responsible for its own operation including personnel matters, preparation of a budget, and contracting for services. Monticello maintains a policy of general liability insurance and all other types of insurance necessary to provide coverage for the potential losses described in this paragraph.

Monticello's employees, director, and officers shall enjoy the same immunities as employees, director, and officers of public school districts and other public schools.

Pursuant to 33-5204(2), Idaho Code, the Commission shall have no liability for the acts, omissions, debts or other obligations of Monticello. Monticello will defend, hold harmless and indemnify the Authorized Chartering Entity against any claim, action, loss, damage, injury, liability, cost or expense of any kind or nature arising out of the operation of Monticello and/or arising out of the acts or omissions of the agents, employees, invitees, or contractors of the school.

Copies of insurance binders from a company authorized to do business in Idaho for liability insurance (per occurrence and aggregate coverage), property insurance, worker's compensation insurance, unemployment insurance, and any other insurance will be provided to the Commission upon request. All required insurance will be in effect during the operation of Monticello.

## Anticipated Impact on the Local School District and Community

Bonneville School District No. 93 has been experiencing steady growth since 1997. Two charter schools have opened over the past six years serving the District No. 93 attendance area with a total of 665 students enrolled in the charter schools as of the 2008/2009 school year. Even with these students not attending District No. 93 schools, the district passed a \$25 million bond for new school construction and improvement to accommodate the area's growth. The addition of Monticello Montessori to the attendance area will provide another school to serve this growing need.

There is an interest in the Montessori approach to learning in Bonneville County and the surrounding area. In Bonneville County and Jefferson County alone there are three private Montessori schools. These schools do a wonderful job; however the tuition fees make access to this type of education prohibitive, especially for the children who are most in need of it. Monticello will provide a high-quality Montessori education to any child regardless of the family's financial situation.

## 05. Tab 3 Educational Program and Goals

### A. Thoroughness Standards

Monticello's educational program and goals will fulfill each of the educational thoroughness standards, as defined in Section 33-1612, Idaho Code.

#### **Standard 1: A safe environment conducive to learning is provided.**

Goal: Monticello not only provides for the physical safety of students, but also for their emotional and intellectual safety. The learning environment enables students to feel comfortable taking emotional and intellectual risks.

Objectives:

- Procedures and guidelines for physical safety are included in this charter petition, Monticello policy, and the student handbook, including procedures for fire drills; city, state, and federal health, accessibility, safety, fire and building codes; zero tolerance for weapons, harassment, drugs and alcohol, and more.
- Students utilize work plans to give them a sense of control over their learning.
- Grades and labels are not used around students to make comparisons.
- Students advance through the curriculum at their own pace to minimize frustration.
- Failure is presented as something positive: the process of identifying incorrect or incomplete ideas. Persistence is the paramount virtue.
- Students are given specific lessons about how to respect the space and privacy of others, how to use the Montessori materials correctly, and how to keep their environment (the classroom) clean and uncluttered.

#### **Standard 2: Educators are empowered to maintain classroom discipline.**

Goal: Students will feel confident, interested in learning, and maintain a high standard of personal comportment. Teachers will preempt classroom discipline problems by identifying students' needs and making every effort to address them.

Objectives:

- Teachers utilize authentic Montessori materials which are inherently designed to attract the interest of children and create a meaningful context for learning
- The classroom environment is highly ordered to help students understand the sequence involved in their learning.
- School-wide expectations for student conduct and procedures for handling unacceptable behavior are clearly communicated in the Student Handbook
- Extrinsic rewards are not used in connection with academics
- The administrator supports teachers through ongoing training and by enforcing the Code of Conduct.

**Standard 3: The basic values of honesty, self-discipline, unselfishness, respect for authority, and the central importance of work are emphasized.**

Goal: The development of character and a strong work ethic are central to the Montessori approach. Students will have daily opportunities to share, respect personal space, work out differences appropriately, show self-discipline, and work hard.

Objectives:

- Character education is built in to the Montessori approach
- All faculty are trained to talk and behave in the same way when interacting with students
- Grace and courtesy are taught to students and modeled by faculty members
- Students care for their school, community, and world by helping to maintain facilities and by participating in local and global service projects

**Standard 4: The skills necessary to communicate effectively are taught.**

Goal: Students acquire written and verbal communication skills beginning with very simple, concrete skills, and expanding to more complex, abstract skills where nuance, climate, audience, timing, and cue are understood.

Objectives:

- Students work cooperatively with peers through peer tutoring and multi-aged, multi-graded grouping of students.
- Instruction in Reading and Language Arts with an emphasis on writing is provided
- Students have a variety of opportunities to express themselves including giving speeches, writing letters, publishing essays, and working cooperatively.

**Standard 5: A basic curriculum necessary to enable students to enter academic or professional-technical post-secondary educational programs is provided.**

Goal: Monticello provides students with a high-quality Montessori approach to learning that meets or exceeds Idaho State Standards.

Objectives:

- Idaho State Standards are used as a basis for what every child needs to know. From there, the Montessori approach is utilized to help students master required knowledge and skills
- Every student will have an individual work plan that is self-paced
- A variety of resources will be used to address students' needs. The selection of resources including additional books, manipulatives, etc. will be based on teacher observation, academic performance, IEP requirements, and parental input.

**Standard 6: The skills necessary for the students to enter the workforce are taught.**

Goal: The Montessori approach addresses the need in today's workforce for people who think creatively, take initiative, organize well, and adapt to rapid changes by instilling these attributes in students.

Objectives:

- Monticello utilizes a classroom design that is compatible with Montessori "prepared environment" principles.
- Students are given a great deal of control over what order and the amount of time they spend on subjects
- Monticello creates uninterrupted daily work periods of 90 minutes to 3-hours
- The classroom environment is highly ordered to teach students organizational skills
- Students help develop weekly work plans to learn planning and follow through

**Standard 7: The students are introduced to current technology.**

Goal: Technology is utilized to make the learning and teaching process more efficient.

Objectives:

- Wireless high-speed internet access is available in all classrooms.
- Laptops are utilized by teachers along with specialized software to track the progress of students
- Systems are integrated to make communication of student data (i.e. progress reports, demographics, alerts and notifications, attendance, etc.) rapidly available and to reduce redundancies.
- Students in the upper-elementary program will be taught how to use word processing and presentation software
- Physical classroom materials and instruments (i.e. microscope) will be connected to digital cameras and/or LCD projectors where appropriate and necessary to enhance the learning experience for students

**Standard 8: The importance of students acquiring the skills to enable them to be responsible citizens of their homes, schools, and communities is emphasized.**

Goal: In addition to their intellectual development, students acquire skills in practical life, grace and courtesy, art and music, as well as habits of healthy living, to become responsible citizens of their homes, schools, and communities.

Objectives:

- Montessori integrates specialty programs such as art and music as part of each student's aesthetic development.

- Students are fed healthy whole food lunches and snacks while learning about food guides and the importance of nutrition and exercise
- Practical life skills are taught such as how to wash dishes, sweep a floor, wipe down a table, tie shoes, care for clothing, and much more.

## B. The Educated Person in the 21st Century

Maria Montessori was a woman ahead of her time. In the early 20<sup>th</sup> century she stated, “What purpose would education serve in our days unless it helped man to a knowledge of the environment to which he has to adapt himself?” Ray Kurzweil, a noted futurist and New York Times bestselling author believes that by the middle of the 21<sup>st</sup> century there will be a “profound and disruptive transformation in human capability.” According to Kurzweil computing will not be limited to laptops and handheld devices. It will be environmental: “Computing will be everywhere: in the walls, in our furniture, in our clothing, and in our bodies and brains.”\* He envisions a day when raw information will become a relatively common commodity that will literally be ‘downloadable’ into the brain. An educated person in the 21st century may have no use for schools that see themselves as being in the business of merely transmitting knowledge and information. Technology will do this far more efficiently. According to Maria Montessori, tomorrow’s schools “must take a new path, seeking the release of human potentialities.” Students in the 21<sup>st</sup> century need to possess the ability to interact adaptively with their environment (including their peers) and utilize raw information to creatively solve complex human problems. 21<sup>st</sup> century schools will be about helping people maximize their inner potentials and experience purpose and meaning in life.

## C. Special Education Services

Monticello complies with the Individuals with Disabilities in Education Act (“IDEA”), Section 504 of the Rehabilitation Act (“Section 504”), and the Americans with Disabilities Act (“ADA”). Monticello is solely responsible for compliance with Section 504 and the ADA. Monticello works diligently to ensure full compliance with the IDEA. As an LEA, Monticello is responsible for assuring compliance with these programs.

Students with disabilities will be served according to federal and state laws regarding special education, including but not limited to Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), and other applicable legislation. Monticello has a nondiscrimination policy with regard to admissions.

Students with disabilities will be served in accordance with their Individualized Education Programs (IEPs). All IEP’s will be developed by a certified special education teacher in accordance with all applicable laws and regulations.

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\* Kurzweil, Ray. *The singularity is near: When humans transcend biology*. Penguin Group (USA) Inc., New York, NY, pp. 135-136.

Monticello will adhere to all provisions of federal law relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, that are applicable to it. Expenses to educate students with disabilities that exceed federal reimbursements will be drawn from the general fund.

Monticello will, consistent with applicable law, work to ensure that all students with disabilities that qualify under the IDEA:

- Have available a free appropriate public education (FAPE)
- Are appropriately evaluated
- Receive an appropriate education in the least restrictive environment (LRE)
- Are involved in the development of and decisions regarding the IEP, along with their parents
- Have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to the school's provision of FAPE

Monticello Montessori will form a multidisciplinary team (consisting of a parent or guardian, the classroom teacher, the special education teacher, the school principal, and psychologists, therapists, or counselors as required) to consider a student's eligibility for special education. If the team determines the need for an evaluation by other personnel, such as a school psychologist, speech therapist, or occupational therapist not currently employed by the school, such evaluations will be contracted with a private provider or made possible through a cooperative arrangement with another school or district.

A special education teacher either employed full-time by the school or providing services on a contracted or part-time basis (depending on the number of students with IEPs) will be responsible to monitor Individual Education Plans (IEP) in multiple classrooms and supervise the implementation of IEPs as written. Certified teachers will provide services in an inclusion model to the extent possible depending on the degree of intervention necessary to meet the students' needs. Paraprofessionals will be used to support instruction as needed and allowed by IDEA and the ESEA. The special education teacher will consult with the general education staff to ensure they are utilizing effective classroom interventions, adaptations, and modifications. Generally the Montessori approach, being individualized in nature, will serve every child's needs completely in the regular education classroom.

## Gifted and Talented Students

The Montessori learning approach meets the needs of Gifted and Talented (GAT) Students in the regular classroom—no separate program is necessary. Monticello shall identify and provide services to students who possess demonstrated or potential abilities that give evidence of high-performing capabilities. Monticello utilizes eligibility criteria developed by the Idaho Department of Education. The identification system aligns with the Gifted and Talented rules and regulations as identified by IDAPA 08.02.03.999.

Monticello's identification process for GAT students uses multiple indicators of giftedness with information obtained through the following methods and sources:

- Formal assessment methods, such as group and individual tests of achievement, general ability, specific aptitudes and creativity
- Informal assessment methods, such as checklists, rating scales, pupil product evaluations, observations, nominations, biographical data, questionnaires, and interviews.
- Information about students from multiple sources, such as teachers, counselors, peers, parents, community members, subject area experts, and the students themselves.

The Gifted and Talented Education (GATE) program will be supervised by a certificated staff member who holds the Gifted and Talented Endorsement, or by a certificated staff member of another school through a cooperative arrangement.

Monticello uses the Federal definition of Children with Outstanding Talent:

“Children and youth with outstanding talent perform or show the potential for performance at remarkably high levels of accomplishment when compared with others of their age, experience, or environment. These children and youth exhibit high performance capability in intellectual, creative, and/or artistic areas, possess an unusual leadership capacity, or excel in specific academic fields. They require services or activities not ordinarily provided by the schools. Outstanding talents are present in children and youth from all cultural groups, across all economic strata, and in all areas of human endeavor.”\*

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\* Programs for Improvement of Practice. (1993). National Excellence: A Case for Developing America's Talent. (p. 26). Washington DC: US Department of Education, Office of Educational Research and Improvement. Available online: <http://www.ed.gov/pubs/DevTalent/part3.html>

## Limited English Proficient Students

LEP students are English language learners (ELLs) who are specifically placed in a language development program, based on the home language survey (HLS) and the Idaho ELL Placement Test. As a public school, Monticello complies with Idaho Code in the identification and education of Limited English Proficient (LEP) students. Monticello will comply with all applicable federal law in regard to services and the education of LEP students. Monticello will develop and implement policies and procedures for the provision of services to LEP students in accordance with guidance published by the Office for Civil Rights of the U.S. Department of Education. These policies and procedures shall ensure the following:

- Identification of students who need assistance;
- Development of a program that in the view of experts in the field has a reasonable chance for success;
- Assurance that necessary staff, curricular materials and facilities are in place and used properly;
- Development of appropriate evaluation standards including program exit criteria for measuring the progress of students, and assess the success of the program and modify it where needed.

Monticello will apply the federal definition of Limited English Proficient (LEP) as defined in Title III and IX of the ESEA. ELL students are identified by the home language survey (HLS) and the Idaho ELL Placement Test. Monticello teachers are trained in the use of the Sheltered Instruction Observation Protocol (SIOP) Model through the SIOP Institute. Teachers will implement SIOP instructional elements in daily lessons for ELL students. In the majority of cases, LEP students will have their needs met completely within the regular Montessori classroom. LEP services deemed necessary beyond what can be provided in the classroom may be contracted out or provided in a cooperative arrangement with another school or district. Students will begin transitioning out of the LEP program once they have achieved “proficiency” on the Idaho English Language Assessment (IELA). Students will be exited from the LEP program once they have achieved “proficiency” on the IELA *and* have received an Idaho Reading Indicator (IRI) score of at least a 2; or an Idaho Standards Achievement Tests (ISATs) score that meets the “Basic” level; or have demonstrated access to mainstream content curriculum by showing consistent proficient scores on grade level benchmark unit assessments. Any additional state and federal testing required for ELL students attending charter schools will also be administered.

### D. Dual Enrollment

Monticello students may participate in dual enrollment by attending classes offered by Bonneville Joint School District No. 93 as provided in Idaho Code 33-203 and Monticello policy.

## 06. Tab 4 Student Educational Standards, Testing and Accreditation

Maria Montessori believed that all children could learn. Over her lifetime she developed a solid instructional program that is highly sensorial and tactile; the curriculum provides hands-on learning materials for all subject areas and moves in an orderly fashion. Students are treated with great respect and given a great deal of freedom to guide their own learning within a highly structured and orderly environment. Montessori classrooms are beautiful, open spaces with furniture and shelves that accommodate the child's size. Classrooms are arranged in areas, each area having "materials" (educational objects) that address particular subject areas. Each material has a specific purpose intended to teach children as they learn to use it correctly. Students learn to work cooperatively and also to respect the space and privacy of the individual.

Students do not advance by "grade" but rather by mastery of content. A specific list of knowledge and skills that students must master to move forward is subdivided into parts that can reasonably be taught and mastered within a year. This is a working tool for the teacher and student to collaborate about progress made. Rubrics are developed for all lessons to help teachers, students and parents know what mastery looks like. Students are not given letter grades. Instead, teachers and parents discuss what the child can actually do, and what she has yet to master. Student achievement is based on giving children freedom within a structured and orderly environment. Students have the freedom to choose activities, but are responsible to structure their day to cover the curriculum. Children receive lessons across the curriculum, collaborate with peers of their choosing, and report back about their findings in written papers or class speeches.

### A. Measurable Student Educational Standards (MSES)

The Monticello Board, administration, and teaching staff share a vision for student success that is measurable, meaningful and aligned to the mission of the school.

#### **MSES Standard 1**

9 out of 10 students who maintain an average daily attendance of at least 96% will score at the "Proficient" or "Advanced" level in math, language, and reading on the Idaho Standards Achievement Test (ISAT) by the students' third consecutive year of enrollment.

#### **MSES Standard 2**

At least 85% of students enrolled in the fall who maintain an average daily attendance of at least 96% will obtain a score of 3 on the Idaho Reading Indicator (IRI) by the spring of their first year of enrollment.

## B. Measuring Student Progress

Progress toward meeting each Monticello MSES will be evaluated on a regular basis so that the Monticello Board, administration, and teaching staff can assess to what extent the mission of the school is being fulfilled. Monticello teachers may utilize a variety of assessment methods, including authentic assessments, standardized tests, norm-referenced tests, criterion-referenced tests, and informal tests, to provide accurate feedback about student progress. Assessment methods are flexible to allow for different learning styles of students.

*Monticello will implement the following recommendations from the American Montessori Society's "Essential Elements of Successful Montessori Schools in the Public Sector:"\**

- Use a process of reporting student progress that is compatible with Montessori and includes parent conferences and authentic assessment tools such as observation, portfolio, performance assessment with rubric, etc.
- Implement state mandated assessments in such a way that the character of the Montessori program is not compromised.

### **MSES Standard 1**

9 out of 10 students who maintain an average daily attendance of at least 96% will score at the "Proficient" or "Advanced" level in math, language, and reading on the Idaho Standards Achievement Test (ISAT) by the students' third consecutive year of enrollment.

### **Evaluation Instrument and Methodology**

Instrument: Idaho Standards Achievement Test (ISAT). The "Proficient" and "Advanced" spring ISAT scores of the students who have been enrolled for three consecutive years in Monticello will be counted and compared to the total number of 3<sup>rd</sup>-year students who took the ISAT.

### **MSES Standard 2**

At least 85% of students enrolled in the fall who maintain an average daily attendance of at least 96% will obtain a score of 3 on the Idaho Reading Indicator (IRI) by the spring of their first year of enrollment.

### **Evaluation Instrument and Methodology**

Instrument: Idaho Reading Indicator (IRI). Of the students who have been enrolled since the fall of any given year, the spring IRI scores of 3 will be counted and compared to the total number of students also having been enrolled since the fall who took the IRI.

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\* American Montessori Society. *Essential elements of successful montessori schools in the public sector.*  
<http://www.amshq.org/schoolExtras/publicEssentials.html>

### C. Standardized Testing

Monticello, as required by law, complies with all testing requirements of the state. The data generated from these assessments is used by Monticello as a factor in determining the progress students are making towards meeting the Idaho Achievement Standards. This data is also used by the school to determine areas in need of improvement.

### D. Accreditation

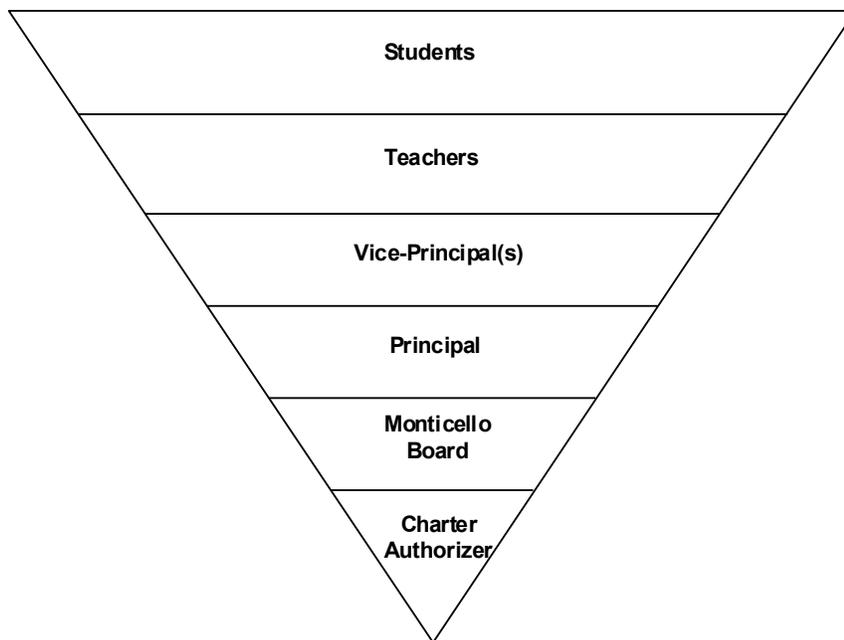
Monticello will maintain membership with one or more of the professional Montessori organizations and seek Montessori accreditation to assure consistent quality. In addition, the school will budget for continuing education through Montessori workshops and conferences. Should the Board decide to offer a secondary education program in the future, it will seek accreditation through the Northwest Association of Accredited Schools as provided by rule of the Idaho State Board of Education 5205 (3) (e) and 5210 (4) (b).

### E. NCLB School Improvement Plan

Should Monticello ever identified as in need of improvement as outlined in the No Child Left Behind Act, the school shall cooperate fully with State and Federal mandates to ensure compliance. It will be the responsibility of the principal to organize a team that includes the Principal, a teacher, a parent, and a board member to carefully review the areas indicated as in need of improvement. The team will make recommendations along with any budget proposals to the Board which will approve the final plan of action. Students and faculty will be monitored carefully throughout the year to ensure that progress is being made toward accomplishing the terms of the improvement plan.

## 07. Tab 5 Governance, Parental Involvement, and Annual Audit

### A. Governance



MONTICELLO SERVANT LEADERSHIP MODEL

Monticello uses a Servant Leadership model as illustrated above. Directors, administrators and teachers all commit to use their influence and authority to support and serve each stakeholder that is above them, and ultimately the students enrolled at Monticello. This means continuously seeking to meet others' legitimate needs and improve the learning and working environment.

Monticello Montessori is a nonprofit corporation pursuant to Idaho law. The school is governed pursuant to the Bylaws adopted by the Incorporators and subsequently amended pursuant to the amendment process specified in the Bylaws.

The Board consists of at least three individuals who reside in Bonneville, Bingham, and Jefferson Counties or a contiguous county who are leaders in their communities across multiple sectors (public, private, non-profit) based upon their professional experience, service to their community, and/or honorary distinctions earned. The Board meets regularly to oversee the budget, management, operation, activities, and affairs of the school. The Board defines, composes, and revises (as needed) the policies of Monticello and ensures compliance with its charter agreement and applicable laws and regulations.

Monticello Directors do not receive compensation for their service as Board members, and may resign at any time by giving appropriate written notice. Directors may be

removed, for cause, by an affirmative vote of two-thirds of the remaining members of the Board. Unless notice is waived by the director, any director facing possible removal must be provided with written notice of the intent to hold a vote on possible director removal seven (7) days prior to the date that the matter will be voted upon. The Board Chairperson will use revised Robert's Rules of Order. The Board will set its own threshold for minimum Board attendance policies as well as possible sanctions for repeated or habitual unexcused non-attendance.

The Monticello Board of Directors shall be considered the Board of Directors for purposes of the nonprofit corporation. The Board of Directors will elect the officers of the corporation and determine the duration of their term(s). The Board of Directors will govern in accordance with the Articles of Incorporation and the Bylaws of Monticello Montessori, Inc.

All meetings of the Board of Directors for Monticello are held in accordance with open meetings laws.

The Board, at its discretion, may vote to expand its membership and/or create subcommittees. Specific responsibilities of the Board are defined in the Bylaws.

This charter is a grant of authority approved by the Commission to the Board of Directors of Monticello Montessori pursuant to 33-502A(2), Idaho Code.

## B. Parental Involvement

Parents provide feedback regarding the school's program each year through meetings and surveys. Experienced Monticello families serve as mentors to new families. Parents are actively encouraged to work with the school and parent organizations including:

- Board of Directors
- Community/Parent Teacher Advisory Board or other ad hoc committees
- Family informational sessions
- Student outings and field trips
- Student community service projects

*Monticello will implement the following recommendations from the American Montessori Society's "Essential Elements of Successful Montessori Schools in the Public Sector:"*

- Provide Montessori parent education programs that promote understanding of Montessori principles and curriculum.
- Develop an admission process that informs parents about the nature of Montessori and seeks the necessary commitment to the program.

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\* American Montessori Society. *Essential elements of successful montessori schools in the public sector.*  
<http://www.amshq.org/schoolExtras/publicEssentials.html>

### C. Annual Audit

Monticello's annual budget shall be prepared in compliance with all statutes and rules of the State of Idaho applicable to charter schools. Copies of the Budget shall be provided to the Commission upon Board approval and delivery to the State Department of Education. All Accounting records shall be established and maintained in accordance with accounting principles generally accepted in the United States. In addition, Monticello shall follow all requirements and regulations as may be set forth from time to time by the State Board of Education and State Department of Education. Monticello operates through funding provided by the State of Idaho and the Federal government. Monticello will continue to seek out private grants and donations to supplement the school's funding. All invoices of Monticello are independently reviewed by a Board member prior to submission to the Board for approval. A detailed report as to the financial status of Monticello and its Budget, including a detailed cash distribution report, is provided at each monthly regular meeting of the Board.

An audit of the School's financial statements is performed annually by an independent Certified Public Accountant. The audit reports, accompanied by the related financial statements are submitted yearly to the Commission pursuant to the requirements of Section 33-701(6) & (7), Idaho Code.

Programmatic outcomes (Measurable Student Educational Standards) are composed of goals for student learning and other objectives described in this application as well as those requirements set forth by the Idaho Charter School Commission pursuant to Section 33-5205(3)(k), Idaho Code. Annually, the school shall report in detail its performance against these programmatic objectives, describe deficiencies in performance, and set forth corrective actions for remedying these deficiencies, submitted no later than October 15<sup>th</sup> for the previous school year. Additionally, the school shall comply with any other requirements that the state might specify at a later point.

## 08. Tab 6 Personnel

The staffing plans for Monticello will change each year depending upon the needs of the school.

### A. Personnel Qualifications

Monticello meets or exceeds, at the discretion of the Governing Board, Idaho Code for statutory requirements for charter schools.

*Monticello will implement the following recommendations from the American Montessori Society's "Essential Elements of Successful Montessori Schools in the Public Sector:"\**

- Employ Montessori teachers who have Montessori credentials for the levels they teach.
- Maintain an active and open recruitment for Montessori credentialed teachers.
- Budget for future Montessori teacher education for non Montessori-credentialed teachers.
- Provide professional Montessori in-service by experienced credentialed Montessori educators.
- Contract for on-going internal and periodic external Montessori consultation and/or professional support as a follow up to Montessori teacher education.
- Employ one paraprofessional per classroom, each having received Montessori orientation for that role.

### B. Health and Safety

The school building, administrative offices, and other facilities will be in compliance with all required federal, state and local regulations required for public schools.

Parents are expected to demonstrate that their children obtain proper immunizations upon admission according to Idaho Statutes (39-4801). Parents who object to having their children immunized may sign an exemption form. Immunization forms and other pertinent medical records are kept (confidentially) by the school administration.

Monticello will conduct criminal history checks for all employees in compliance with Idaho Code 33-130.

Monticello will utilize the Bonneville Joint School District No. 93 Emergency Operations Plan / Crisis Response Plan.

Additional policies and procedures are implemented by the Board, as needed.

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\* American Montessori Society. *Essential elements of successful montessori schools in the public sector.*  
<http://www.amshq.org/schoolExtras/publicEssentials.html>

C. Employee Benefits

All staff members of the Charter School are covered by the public employee retirement system (PERSI), federal social security, unemployment insurance, and worker's compensations insurance. A health insurance provision is also available for certificated and non-certificated personnel.

D. Transfer Rights

Employees of Monticello are not employees of Bonneville Joint School District No. 93. Teachers at Monticello will not be eligible for an in-district transfer to another school in District No. 93.

E. Collective Bargaining

The staff of the Charter School shall be considered a separate unit for the purposes of collective bargaining.

F. Written Contract

All teachers and administrators shall be on written contract as required by Section 33-5206(4), Idaho Code.

## 09. Tab 7 Students

### A. Admission Procedures and Over-Enrollment Provision

Monticello is nonsectarian in its programs, admission policies, employment practices, and all other operations. As a public charter school we do not charge tuition for services that are reimbursed by the state. A tuition fee will apply for students enrolled in the preschool and full-day kindergarten programs (if they are offered). Monticello does not discriminate against any applicant for admission on the basis of ethnicity, national origin, gender, disability, religion, intellectual or athletic ability, or proficiency in the English language.

#### Enrollment and Over-Enrollment Provision

Enrollment will be reviewed and determined annually, with an enrollment cap of 192 in the first year of operation, 288 in the second year, and 320 in the third year. Registration applications for new students will be accepted during open enrollment (January-March of each year). Enrollment will be limited to 32 students per class. In the event that projected enrollment demands exceed curriculum level capacity for the next school term, a lottery process will be implemented to fairly allocate class vacancies.

In accordance with Subsection 203.06 and 203.07 of the Administrative Rules Governing Charter Schools, five preference pools / lists will be established and prioritized as follows: 1) pupils returning to Monticello in the second or any subsequent year of operation; 2) children of founders and full-time employees, provided that this admission preference shall be limited to not more than ten percent (10%) of the initial capacity of the public charter school; 3) siblings of pupils already selected by the lottery or other random method, or who are already enrolled in the school; 4) prospective students residing in the attendance area of the public charter school; and 5) an equitable selection process, such as by lottery or other random method for all other students. Applications will be drawn for placement using the Equitable Selection Process outlined in Subsection 203.09 of the Administrative Rules Governing Charter Schools. Those on the final selection lists may be placed in the school any time during the year when an opening occurs. Available positions will be filled from the waiting lists established from the initial lottery.

Once on the final selection list, students will remain eligible for placement within the school without repeating the application process. Each year, Monticello will contact all students on the final selection list and request written verification of the continued desire to be on the list. Students wishing to be removed from the final selection list must make their request directly to Monticello Montessori in writing. Once the enrollment period is complete and final selection lists have been established through lottery as described above, subsequent applications will be added to the final selection lists on a first come, first served basis.

Re-enrollment forms shall be presented to each registered student in the spring of the current school year. Those discontinuing their studies shall not have a reserved position in the next curriculum level. The forms for re-enrollment must be signed and returned in compliance with the process and procedure that has been established by the school's administration, with consideration and approval by the Board. Failure to respond in the time provided shall constitute a waiver of any interest in application or enrollment renewal for the following term.

In accordance with Subsection 203.08 of the Administrative Rules Governing Charter Schools Monticello shall maintain a proposed attendance list containing the names of all prospective students on whose behalf a request for admission was timely received by the public charter school, however the list will not be separated by grade level. In addition, the proposed attendance list shall contain columns next to the name of each student, in which the public charter school will designate admission preferences applicable to each prospective student. The columns shall be designated "A" for returning student preference; "B" for founders preference; "C" for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and "D" for attendance area preference.

#### Lottery

Monticello will hold a lottery on or before April 30 of each year to establish the waiting list order of entrance for the upcoming school year. All openings during the school year will be filled according to the order established by that lottery. The lottery will be held in a public forum and a disinterested party will conduct the lottery selection. Over-enrollment procedures will be conducted according to the requirements as set out in 33-5205, Idaho Code, as well as any rule adopted by the State Board of Education or State Charter Commission that is applicable to student lotteries held by public charter schools, and according to the process described under "Exceptions Approved by Commission Staff." Final selection lists for a given school year shall not roll over to a subsequent school year and will be developed using the Equitable Selection Process outlined in Subsection 203.09 of the Administrative Rules Governing Charter Schools.

#### Exceptions Approved by Commission Staff

Monticello Montessori uses a methodology that does not rank students by grade level. Instead, students progress from concept to concept and skill to skill regardless of age. There is nothing that prevents an older student from returning to an earlier lesson or classroom. Similarly, a younger student might take interest in a more "advanced" concept that older students are working on. Therefore, the IDAPA Rules referencing "grade levels" in Section 203, Admission Procedures, do not make sense for this charter school. Admission Procedures will be followed in every other detail as follows:

- All 192 seats will be randomly selected as though they are a single grade in Year 1 for students between the ages of 5 and 9.

- 1 application per family with all siblings listed who are interested in enrolling will be returned to Monticello
- 1 family index card will be made with all siblings listed who are interested in enrolling
- All Founder cards will be pulled and labeled with a "B." (If the number of Founder children exceeds 10%, the cards will be selected randomly)
- The other cards will be placed in a box and pulled randomly
- Each individual child on the family index card will be numbered sequentially and labeled with a "C"
- Cards will continue to be pulled until all 192 seats have been randomly selected
- Identifying all siblings on a single family card makes the lottery process more efficient by eliminating the redundancy of searching for siblings in a stack of 192 cards. This process is also more equitable since families with large numbers of children have an equal chance of their card being pulled as a family with only one child.
- In subsequent years Monticello will follow this same process with new openings and a potentially broader age range.

## B. Student Disciplinary Procedures

Monticello as a public school adheres to all federal, state laws and regulations as well as school approved policies and procedures relating to student discipline and the required reports and actions for disciplinary infractions by its students. Monticello complies with all requirements of due process for student disciplinary violations including provisions for notice, fair procedures and a fair hearing in compliance with I.C. 33-205.

Administrative disciplinary actions may include, but are not necessarily limited to the following consequences:

- Student conference with principal and/or teacher
- Group conference that may involve student, parent, teacher, and principal
- Loss of school privileges
- Suspension / recommendation for expulsion
- Counseling

A student who is accused of misbehavior or a breach of the Code of Student Conduct will be presented to the principal or designee by the person having knowledge of the misbehavior or breach of conduct. The following protocol will be used to provide due process, provisions for notice, fair procedures, and a fair hearing before administering disciplinary action:

1. **Written Referral:** Violations shall be presented in written form and should be specific, indicating the breach of the Code of Student Conduct for which the referral is being issued.
2. **Student Notification:** The student will be placed on notice of the violation by the principal or designee and afforded an opportunity to explain.
3. **Initial Conference:** An initial conference (in person or by tele-conference) shall be conducted by the principal or designee at each level of discipline.
  - a. **Charges and Evidence:** The principal or designee shall confer with the student, explain the charges and evidence against the student, and allow the student an opportunity to present his or her side of the story prior to taking disciplinary action.
  - b. **Parental Assistance:** A good faith effort shall be made by the principal or designee to employ parental assistance or other alternative measures prior to suspension, except in the case of emergency or disruptive conditions that require immediate suspension or in the case of a serious breach of conduct.
4. **Parental Notification:**

- a. By Telephone or E-mail: The principal or designee shall make a good faith effort to notify the parent by telephone or e-mail of the student's misconduct and the proposed disciplinary action.
- b. By Written Notice: Regardless of whether there has been communication with the student's parent by telephone, the principal or designee shall, within twenty-four (24) hours of taking disciplinary action, send written notice to the parent describing the disciplinary action imposed and the reason the action was taken.

## **Violations Leading to Suspension**

The following violations will lead to short-term suspension (not to exceed 5 school days) or other low-level disciplinary action, following the appropriate due-process procedures. Upon appeal to the Board of Directors the suspension may be extended for up to twenty (20) days. This appeal would only be granted if there was a finding by the Board that immediate return to school attendance by the temporarily suspended student would be detrimental to other students' health, safety, or welfare. Multiple violations at this level may lead to expulsion.

Abusive language or conduct: A student who uses or engages in abusive, profane, obscene or vulgar language, or conduct, in the presence of another person, whether in person or electronically (i.e. online), is guilty of unacceptable conduct.

Bullying, physical and/or emotional harassment: A student who engages in verbal and/or physical behaviors that intimidate others, or who attempts to obtain something such as money or information from somebody by using force, threats, or other unacceptable methods is guilty of unacceptable conduct.

Cheating: A student who participates in using, copying, or providing another student with any test answers, answer keys, or another person's work, representing it to be their own work, is guilty of unacceptable conduct.

Disruptive behavior and/or minor infractions: A student who engages in unacceptable behavior or conduct that is disruptive to the educational process, but is not considered a serious breach of conduct, or who violates school rules and policies determined by the principal to be minor in nature, is guilty of unacceptable conduct.

Unauthorized access: A student who enters part of the school website that has been denied to them by administrators will be in violation of the school's Technology Use Policy.

False information: A student who knowingly and intentionally reports or gives false or misleading information, either oral or written, which may injure another person's character or reputation or disrupt the orderly process of the school is guilty of a serious breach of conduct.

Interference with the educational process: A student who is guilty of willful disobedience, open defiance of authority of the principal or any member of the school staff, violence against persons or property, or any other act that substantially disrupts the orderly conduct of the school is guilty of a serious breach of conduct.

Vandalism: A student who intentionally destroys damages or defaces records or property (whether physical or electronic) owned by or in the possession of the Board or other members of the school staff, is guilty of a serious breach of conduct.

Theft: A student who takes from another person money or other property (whether physical or electronic) belonging to the other person with the intent to permanently deprive the victim of such property is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

Robbery: A student who takes money or other property (whether physical or electronic) belonging to another person from another person by the use of force, violence, assault, or threatened use of force or violence is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

Sexual Harassment: A student who subjects another person to unwelcome sexual advances, verbal harassment or abuse, pressure for sexual activity, repeated remarks with sexual or demeaning implications, unwelcome or inappropriate touching, or suggestions or demands for sexual involvement accompanied by implied or explicit threats – either in person or on-line – is guilty of a serious breach of conduct. This also includes transmission of sexually inappropriate or explicit material.

Indecent exposure or conduct: A student who exposes or exhibits his or her sexual organs in the presence of others in a lewd or indecent manner, or who intentionally and willingly engages in behavior that is considered lewd, indecent or obscene, either in person or on-line, is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

Burglary: A student who enters or remains in a building or property owned or maintained by the Board with the intent to commit theft, vandalism, or some other criminal offense therein, is guilty of burglary unless the premises at the time is open to the public or the student is legally authorized to enter or remain. However, the fact that the premises may be open to the public or that the student may be authorized to enter or remain will not excuse any other offense, violation or other breach of conduct committed by that student while therein. Burglary is a serious breach of conduct that may be reported to the proper law enforcement agency.

Abusive language or conduct directed at a school employee or trustee: A student who uses or engages in abusive, profane, obscene, or other vulgar language or conduct directed at a school employee or trustee is guilty of a serious breach of conduct.

Truancy: A student who is truant from school is guilty of a serious breach of conduct.

## **Violations Leading to Expulsion**

The following violations will lead to expulsion, following the appropriate due process procedures. Only the Appeals Board consisting of the principal and the Board of Directors may expel a student.

Weapons: A student who displays or is in possession of an object normally considered a weapon (other than a firearm), such as a knife or club, while attending a school-sponsored activity away from home is guilty of a serious breach of conduct.

Firearms: A firearm is any weapon (including a starter gun, pellet gun, B-B gun, air rifle, or air pistol) that will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive or compressed or forced air. It is the expressed policy of the Board that, with the exception of law enforcement officers, no person shall have in his or her possession any firearm of any nature, including a firearm used for recreational activities, while on a school campus, or other property owned or maintained by the Board, or property designated for school activities.

Battery: A student who intentionally strikes another person against the will of the other person is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

Bomb and explosive: A student who is in possession of a bomb, explosive device, or substance or materials intended for use in a bomb or explosive device or substance while at a school-sponsored activity, on Board property, or a chartered bus (unless the material or device is being used as part of a legitimate school-related activity or science project conducted under the supervision of an instructor with the knowledge and consent of the principal) is guilty of a serious breach of conduct.

Arson: A student who willfully, by fire or explosion, damages or attempts to damage any building, structure, vehicle or other property owned or maintained by the Board is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

Threat: A student who intentionally threatens, by words or act, to strike or cause bodily harm to another person, has the apparent ability to carry out such threat, and causes the other person to have a well-founded fear that he or she is about to be struck or about to suffer such bodily harm is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

Internet Use: Any student who abuses the Acceptable Use Policy shall be dealt with according to the parameters of the use policy.

Truancy: A student who is habitually truant from school is guilty of a serious breach of conduct.

Alcohol, drugs or drug paraphernalia: A student who possesses or attempts to distribute alcohol, drugs or drug paraphernalia during school-related events or on school site will be in serious breach of Monticello conduct.

### **Disciplinary Procedures for Students with Disabilities**

Misconduct will be addressed through normal school wide discipline policies, instructional services, and/or related services. If a student with disabilities has behavior problems that interfere with his or her learning or the learning of others, an individualized education program (IEP) team shall consider the use of strategies, including positive behavioral supports and interventions, to address the behavior. If the IEP team determines that such services are needed, they be included in the IEP and be implemented. Students with disabilities who are subject to disciplinary actions will receive all of the due process rights afforded students without disabilities under Idaho Code 33-205. In addition to these rights, students with disabilities who are being removed from their current educational placement will receive all special education rights and additional discipline procedures mandated for charter schools by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004). These procedures apply when Monticello is unable to work out an appropriate placement for the student with the parent and/or adult student. Further, these procedures do not prevent Monticello personnel from maintaining a safe environment conducive to learning that is critical for all students. Even though Idaho Code allows the Board of Directors to “temporarily suspend” students for up to 20 school days, all students with disabilities who have been suspended or expelled for more than 10 cumulative school days in a school year retain the right to a free appropriate public education (FAPE).

#### **C. Students under the Influence of Alcohol or Controlled Substances**

Monticello shall follow the procedures required by Section 33-210, Idaho Code, for students found using or under the influence of alcohol or controlled substances.

#### **D. Public School Attendance Alternative**

Students residing within the attendance area who choose not to attend the public charter school will have the same attendance alternative as other students in District No. 93. No student will be required to attend Monticello per Section 33-5205 (3) (n).

#### **E. Publicity of Enrollment Opportunities**

Monticello’s educational program will actively seek students from its attendance area. Monticello prepares and mails out informational materials regarding its school program. Further, Monticello holds informational sessions to promote the school program. The School maintains a website addressing the educational program, and enrollment opportunities.

In accordance with IDAPA 08.02.04.203.02, Monticello shall ensure that dissemination of enrollment information takes into consideration the language demographics of the attendance area and occurs at least three (3) months in advance of the enrollment deadline. Advertisements and other informational materials shall be posted in highly visible and prominent locations and shall include at least three (3) press releases or public service announcements to media outlets.

#### F. Denial of School Attendance

Pursuant to Section 33-5205(3)(i), Idaho Code a student cannot be suspended or expelled and thereby deprived of a free education provided in the public schools without due process. Due process requirements guarantee all students the right to fair notice, fair procedures, and a fair hearing. The student and his or her parent or guardians have the responsibility to follow the procedures set forth herein in a respectful and timely fashion. Monticello Policy addresses the school's plan for denial of attendance to any student who is or has been:

- Habitually truant
- Incurable
- Deemed by the board of trustees to be disruptive of school discipline or instructional effectiveness
- Detrimental to the health and safety of the other students, or e. Expelled from any other district

#### G. Student Handbook

Monticello shall provide a Student Handbook to each child enrolled that outlines the Code of Conduct. The Student Handbook is reviewed in each classroom at the beginning of the school year by the principal. Parents will provide their signature acknowledging their understanding of, and willingness to comply with, the rules set forth in the Student Handbook. A draft handbook can be found in Appendix D.

## 10. Tab 8 Business Plan, Budget, Transportation and Food Services

### A. Business Plan

#### i. Business Description:

Monticello is a public Montessori charter school created under the laws of the State of Idaho. This charter program is seeking approval by the Idaho Public Charter School Commission.

Monticello provides residents of Bonneville, Bingham and Jefferson Counties a public Montessori option to the traditional school setting. The mission of Monticello is to help students maximize their inner potentials and experience purpose and meaning in life by providing a high-quality, mastery-based Montessori education. A research-based curriculum is used to prepare Idaho students to meet the educational goals of the school and the state of Idaho as outlined in the Idaho State Content Standards.

The Monticello curriculum is based on the Montessori Method. The Montessori Method is a unique approach to learning that meets the needs of children with special needs, the gifted and talented, and everyone in between in an inclusive, highly supportive environment. Monticello utilizes an innovative approach to student advancement that will continue to support inclusiveness and address the specific needs of every child. Monticello teachers utilize a variety of best-practices to meet the needs of their students. The school's current focus is on offering a high-quality lower-elementary Montessori option for families (Kindergarten through age 9). The school may expand in phases to older students with an "arts and classics" emphasis as the need becomes apparent and the school is fiscally able to do so. Monticello may offers a full day preschool and kindergarten to better meet the needs of parents. The curriculum is aligned with the Idaho State Standards and Idaho-certified teachers oversee the learning of each child in their class by reviewing student work for quality, accuracy, and understanding, and by communicating directly with the student and family on a regular basis. Teachers are available during school hours when students (or adults) have questions.

Students with many different needs can benefit from the Montessori Method. The school is an attractive option for average, self-motivated students who desire the flexibility to learn at their own pace in a structured learning environment. Gifted and Talented students are drawn to the differentiated, constructivist nature of the program. Students with disabilities such as developmental delays and/or sensory integration dysfunction, cognitive impairment, autism, and other learning disabilities benefit from the inclusive environment and highly sensory learning approach.

The school's main administrative office is headquartered in the school facility in Idaho Falls. Administrators, teachers and other faculty work at the School facility. The school's attendance area is Bonneville, Bingham and Jefferson Counties. All of these counties are contiguous, and considering the shortage of charter school options available to residents of these counties, the attendance area is compact. There are currently two charter schools in District 93, both of which have sustained high enrollment numbers and waiting lists since their inception. There are no charter schools in Idaho Falls School District 91, nor in Jefferson nor Bingham Counties. According to the Idaho Charter School Network 2007-2008 data regarding waiting lists there is a growing interest in charter schools in Bonneville County. Most children on these waiting lists are in the lower grades, which is the target market for Monticello. White Pine Charter School (Core Knowledge) currently has 200 children on waiting lists while Taylor's Crossing Public Charter School (Harbor) has 320.

Enrollment in charter schools in Bonneville County continues to increase as well. White Pine opened with 185 students in 2003 and now serves 360. Taylor's Crossing opened with 272 students in 2006 and now serves 305.

According to data at the Idaho Department of Labor, Bonneville County has experienced steady growth since 1997 with an average increase in population of over 2300 per year. Most of that growth has impacted District No. 93, the area which Monticello intends to serve. Another charter school should relieve some of the impact of the population growth this area has seen.

For the 2010-2011 school year Monticello will serve students between the ages of 5 and 9. Class size will be capped at 32 students. At the discretion of the Board, Monticello will seek to add older students each successive school year through age 12. For each successive school year, enrollment may increase by 32-96 students depending upon student enrollment figures.

ii. Marketing Plan:

Monticello's marketing plan will be a grassroots effort. A Facebook group has been created to begin generating discussion and interest in the preparations toward opening its doors to students in the fall of 2010. Public information sessions will be advertised via radio, the Internet, and posters to be held in the summer of 2009 and throughout the fall of 2009. An official web domain for the school will be purchased and a website established to answer questions and provide information for the community. The Board will open student enrollments beginning in January 2010 with a cut off of March 31.

iii. Management Plan:

Monticello is a public charter school managed by a non-profit corporation under the Idaho Nonprofit Corporation Act and the Idaho Charter Schools Act. The

Board of Directors control and govern the operations of the school and is comprised of individuals from Bonneville County and other contiguous counties. The Board conducts regular, special and annual meetings in compliance with provisions of the Idaho Code. The Board is responsible for the selection and adoption of the educational program of the school, as well as the approval/disapproval of recommendations brought to the Board for personnel, programs, policies, and procedures of the school. Monticello's Board follows all provisions of the Open Meetings Law of the State of Idaho and maintains minutes of all Board meetings; these minutes are available for public inspection and/or copying, as are all other documents encompassed under the public records laws of the State of Idaho.

iv. Resumes of the Directors of the Non-profit Corporation:

Resumes and references of the Directors are provided in Appendix C of the Charter Petition.

Below are brief bios of the Charter Directors:

**David Meyer, President:** The Monticello Montessori Charter was conceived in the belief that every child deserves the best education possible. One of the charter developers, David Meyer, adopted twins who later manifested developmental delays and sensory integration dysfunction. The Montessori Method was ideal for them. David, a professional educator himself, was fascinated with how the program helped his children catch up academically and gain greater independence and confidence. He was thrilled with their progress, and fully committed to the methodology, however the financial sacrifice to send them to a private Montessori program was tremendous. The approval of this charter proposal makes a free Montessori education available to all children in the Idaho Falls area. David holds a Masters Degree in Education, a current Idaho Principal's Certificate, and current Idaho Elementary / Secondary Teaching Certificates. He is interested in continuing to lead the charter school in the capacity of administrator.

**Liz Killpack, Vice-President,** graduated from Utah State University in 1996 with a degree in Parks and Recreation Management. After graduation she and her husband moved to Eastern Idaho where she received her second bachelor's degree from Idaho State University in Secondary Education, with a major in English and a minor in History. She taught in Idaho Falls District #91, Firth District #59, and Shelley District #60. After starting a family and taking some time off from teaching, Liz was appointed and then re-elected to the Firth School Board of Trustees. There she served as the Vice Chair, as well as on the Curriculum Committee, Negotiations Committee, and the Para-Professionals Task Force. During her service she was elected to represent the entire region as the Vice Chair on the ISBA Executive Board. Due to the effects of West Nile Virus Liz resigned from both the Firth Board and the ISBA board to regain her

health. Liz is currently employed by the Idaho School Board Association as their Board Development Coordinator and Trainer. Her employment entails traveling the state of Idaho training boards to be effective, to implement strategic plans, to set goals, to govern and conduct superintendent evaluations, to oversee the budget, and to improve student achievement. She and her husband, Todd, have 5 children and reside in Firth, Idaho.

**Dr. Andrew Meyer, Treasurer,** is an Assistant Professor at Idaho State University. He retired from administration after a long and distinguished career as a school principal and superintendent. Dr. Meyer is certified to teach K-12 and as an Administrator K-14 in both California and Idaho. He is noted for his leadership in creating National Blue Ribbon Schools and California Distinguished Schools. In 1998 and again in 2003 he was recognized by the Association of California School Administrators (ACSA) Region 10 as Superintendent of the Year. He has conducted training in collective bargaining with a specialty in Interest Based Bargaining which he instituted in his own district. Dr. Meyer has been recognized and honored by the California State Assembly, the California State Senate, the United States Congress, as well as by every school district and city in which he has served. He was a pioneer in the development of the largest charter school network in California, providing unparalleled academic alternatives for parents and their children. His interest in the Monticello Charter is to serve in an advisory capacity and work to create a partnership between Monticello and Idaho State University.

**Lori Gentillon, Secretary,** is a native Idahoan and received her Bachelor's Degree in Psychology from Idaho State University. She has been employed at a community rehabilitation service provider for the past thirty years and is currently responsible for oversight of all rehabilitation services offered by the organization. This includes four locations covering southeastern Idaho. In addition to her paid employment experience, she has served 12 years on School District #59 Board of Trustees; several as Board Chair as well as Treasurer. She is currently serving on the Board of Directors for Committed Hearts which supports the Cardiac Rehabilitation Unit at Eastern Idaho Regional Medical Center. She is also Treasurer for ACCSES Idaho, a State Association for Not for Profit Community Rehabilitation Providers. She co-owns a farm with her husband and has three children who have all graduated from public high school and attended State Universities.

v. Financial Plan:

Basic funding for the school is provided as available under the Idaho Code as well as through federal funding programs. Monticello also seeks funding to support educational programs from private entities, individuals and governmental programs.

The Monticello Board approves a balanced budget prior to the beginning of each fiscal year. Budgetary and financial documentation is provided on an annual basis.

vi. Start Up Budget with Assumptions

See Appendix E

vii. Three (3)-Year Operating Budget Form

See Appendix F

viii. First Year Month-by-Month Cash Flow Form

See Appendix G

B. IFARMS (Idaho Financial Accounting Reporting Management System)

Monticello's budget will be in the Idaho Financial Accounting Reporting Management System (IFARMS) format.

C. Transportation Services

The board may contract with a transportation provider to transport any pupil when in its judgment the age or health or safety of the pupil warrants. The board may also contract with a transportation provider to fulfill any transportation requirement necessitated by a student's IEP. Transportation is generally not provided to students who live outside of the attendance area (Bonnevile, Jefferson and Bingham Counties), nor to students who reside outside of the reimbursable limitation established by I.C. 33-5208(4). Any transportation the board chooses to provide for ineligible students, as defined by I.C. 33-5208(4), shall be on a "space available" basis and neither time, mileage, nor other appreciable cost, shall be added as a result of this service. The board reserves the right to expand or contract transportation services pursuant to any changes made to I.C. 33-5208(4). The board also reserves the right to eliminate transportation services altogether if ridership falls below numbers sufficient to support the service, or if the Idaho Legislature or the Congress fails, neglects, or refuses to appropriate adequate funds for transportation services.

D. Food Services

Monticello offers a school lunch program. Healthy, whole food sack lunch menu items are made available to students at a reduced cost who qualify for free and reduced food services. One full-time classified staff position has as part of his or her responsibilities the organizing of the lunch menu and coordinating of the daily lunch routine. He or she is assisted on a rotating basis by classroom aides and student volunteers. As the school grows and the demands for lunch increase, personnel will be hired accordingly.

Kitchen facilities sufficient to support the school's food services plan have been contemplated as part of the school's building plan. Free and reduced lunch forms are provided to all students by Monticello. A nominal fee applies for students and others who wish to purchase food. Microwaves are made available for students who need to reheat food items. Hot lunches will generally not be provided. Monticello uses verification, reporting, and record keeping procedures as outlined in the National School Lunch Program through the State Department of Education.

#### **11. Tab 9 Not a Virtual Charter School**

Monticello Montessori is not a virtual charter school as defined by Section 33-5202A(6), Idaho Code.

## **12. Tab 10 Partnerships, Additional Information, and Dissolution Plan**

### **A. Partnerships**

At the discretion of the Board, Monticello contracts with public and private entities for food services, transportation services, curriculum and materials, technology services, and other services deemed necessary. Agreements are amended from time to time, as needed. Copies of contracts and/or lease agreements are included in Appendix I.

### **B. Additional Information**

Any statistical reports that are filed by Monticello with the State Department of Education shall also be filed with the Commission. Such Commission filing shall coincide with the timing of filings with the State Department.

### **C. Dissolution Plan**

Monticello will fully cooperate with the Commission in the event of dissolution of the charter. In such cases, the Governing Board of Monticello is responsible for the dissolution of the business affairs of the school. Upon dissolution of Monticello remaining assets will be distributed to creditors pursuant to Sections 30-3-114 and 30-3-115 of the Idaho Code. All remaining assets will be distributed to the Idaho Public Charter School Commission. All records of students residing in District No. 93 will be immediately transferred to the District. All parents of students will receive written notice of how to request a transfer of student records to a specific school. Monticello will accommodate student record requests from schools outside of Bonneville School District for up to one year after dissolution.

## Appendix D: IPCSC Closure Protocol



## Closure Protocol

Idaho Public Charter School Commission

514 West Jefferson Street, Ste. 303

Boise, Idaho 83702

208-332-1561

[pcsc@osbe.idaho.gov](mailto:pcsc@osbe.idaho.gov)

Alan Reed, Chairman

Jenn Thompson, Director

## Purpose

This document provides guidance on the public charter school closure process.

## Authority

Title 33, Chapter 52 of Idaho Code, known as the Charter School Act provides for public charter school operations based on a contractual agreement between a charter school board of directors and a state authorized chartering entity, such as the Idaho Public Charter School Commission (IPCSC).

Operating contracts, known as Performance Certificates are granted by state authorized chartering entities to the governing board of a non-profit corporation that serves as the charter holder. Performance certificates are limited to five-year terms.

Closure protocol is enacted when:

- an authorized chartering entity chooses to non-renew a school's charter pursuant to I.C. § 33-5209B;
- an authorized chartering entity chooses to exercise its right to revoke a charter pursuant to I.C. § 33-5209C; or
- a charter holder chooses to relinquish its charter by approval of a resolution.

Each authorized chartering entity is required to maintain a closure protocol and is tasked with oversight of the closure process.

If closure is due to an IPCSC nonrenewal or revocation decision, written notice will be issued to the school within 14 days of the decision and this closure protocol must begin within 5 days.

## Roles

**Authorizer:** the authorized chartering entity is responsible to maintain closure protocol and to oversee the closure process.

**Charter Holder:** the charter holder is responsible to ensure that all closure tasks are complete and all deadlines are met. The school is responsible for any and all costs associated with closure.

## Note

Please note that every closure situation is different. This guidance document may need to be expanded or adjusted to accommodate the specifics of a particular closure.

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## I. Closure Protocol Team

### A. Initial Meeting

within 5 business days of the date on which written notice of closure is issued, a meeting of the closure protocol team will be held.

### B. Team Members

The Closure Protocol Team shall meet at least once a month between the date of the decision to non-renew, revoke, or relinquish the charter and the final dissolution of the board. Meetings shall be organized and chaired by the “team lead”. The team lead is also responsible for compiling meeting minutes and all documentation for the final closure report.

Required members of this team shall include:

1. The school’s Board Chair;
2. The school’s Lead Administrator;
3. The school’s Business Manager;
4. The IPCSC Director
5. A Team Lead (appointed by the IPCSC Director); and
6. The State Department of Education’s School Choice Coordinator.
7. Additional members may be added to the closure protocol team by mutual agreement of the required members.

### C. Subcommittees

1. Subcommittees shall be established for the purpose of managing closure tasks in the following areas:
  - i. Communication – student, teacher, family
  - ii. Financial – vendors and assets
  - iii. Business – employer and corporation
  - iv. Records – student and employee records

## D. Meeting Agenda

The meeting agenda for the initial meeting of the closure protocol team shall include the following:

1. Review of the closure protocol guidance document;
2. Review of the final closure report template;
3. Review the roles and responsibilities of each party and subcommittee throughout the process;
4. Assign liaisons from both the school and the IPCSC to the Closure Protocol Team and any subcommittees;
5. Establish due dates for all tasks listed in Section I.E of these procedures; and
6. Review notification letter drafted by IPCSC Staff.

## E. Important Dates

Due dates to be established at the initial meeting of the Closure Protocol Team shall include the following:

1. The date of the school's last allowable draw on public funds;
2. The date on which the school shall cease to provide services to students;
3. The date by which records to be retained beyond the closure date are to be transferred the authorizer;
4. The date by which all assets purchased with federal dollars must be transferred to the authorizer for redistribution to other charter schools;
5. the date on which all employee contracts are to be ended and all communication on behalf of the school must cease;
6. The date on which benefits will end;
7. The date by which the final audit must be completed;
8. The date by which all financial activity must be ended, including cutting the final checks and closing all bank accounts;

9. The date by which all W2s will be issued for the school's final operating year; and
10. The date by which the non-profit corporation must be dissolved.

## Communication

### A. Initial Stakeholder Notification

1. Within 7 business days of the date written notice of closure is issued, the school is responsible to issue a letter (drafted by the IPCSC) notifying stakeholders of closure. This letter shall minimally include:
  - a. Where and when the final order will be posted online for transparency of the reasons for closure;
  - b. The last date of student services;
  - c. Transfer procedures;
  - d. Explanation of the appeal process and when a decision regarding an appeal would be published; and
  - e. Contact information for the school's administrator and the IPCSC.
2. The school may choose to include a supplemental letter drafted by the school's board, and if so, such draft must be provided to the IPCSC prior to distribution to stakeholders.
3. The school is responsible to distribute the IPCSC's letter (and the school board issued supplemental letter, if applicable) to the following recipients:
  - a. All Parents of current students and all parents currently on a waitlist;
  - b. All Teachers, Staff, and Volunteers;
  - c. All Vendors with whom the school has an active contract or has engaged with in the past 12 months;
  - d. All Lease and Loan/bond holders; and
  - e. Any Educational Services Providers with whom the school contracts.
4. The authorizer is responsible to issue a letter informing stakeholders of the closure situation to the following recipients:

- a. All potentially impacted school districts and charter schools;
  - b. The State Department of Education;
  - c. The State Board of Education;
  - d. The Office of the Governor;
  - e. The Public Employment Retirement Service of Idaho;
  - f. The chairpersons of the House and Senate Education committees; and
  - g. The Senators and Representatives serving the state legislature on behalf of the district in which the school maintains student occupied facilities or business offices.
5. Within 7 days of the date written notice of closure is issued, the IPCSC's letter informing stakeholders of the closure situation shall be posted in a prominent location on the school's website and the IPCSC's website.

## B. Staff Meeting

1. Within 7 days of the date written notice of closure is issued, the school's administrator, board chair, and business manager shall hold a meeting with all staff to discuss the following:
  - a. Media contact protocol  
The Director of the IPCSC is the authorized media contact for the IPCSC. The school is encouraged to establish a single point of contact to manage public relations on behalf of the school.
  - b. Maintenance of normalcy (to the best possible level) for students through the last day of student services  
All instructional and student services are required to be provided in full through the last day the school is allowed to provide such services. The student experience should remain as normal as possible through this process. It is recommended that the school provide guidance for teachers and staff early-on to ensure common language and tone is used when discussing this situation with students and families.
  - c. End of Employment Impact  
This date is established by the Closure Protocol Team. When determining the end of contract dates, please consider the impact of this date on health

insurance and PERSI. When at all possible, August 31<sup>st</sup> is recommended as this will allow teachers who re-employ at another school the best opportunity for uninterrupted health insurance coverage. However, this decision must be balanced with the urgency of the closure and the school's obligation to spend as little as necessary during the closure period.

2. The meeting agenda for this staff meeting should include the following:
  - a. Notification of closure timeline and timeline of parallel appeal if the school has chosen to or is considering appealing the closure decision.
  - b. Review of media protocol and how to discuss the issue with parents and students.
  - c. Date of last paychecks and whether/who will remain on staff after end of student services and end of contract dates.
  - d. Timeline for more information regarding sick leave, vacation time, and health insurance; Cobra may not be available when the charter school providing the original health insurance ceases to exist.
  - e. Timeline for more information regarding any impacts to PERSI; Employees whose last place of work prior to retirement was the school being closed may lose the ability to transfer accrued sick leave into funds used for medical coverage.
  - f. Timeline for winding-down and transition of duties, including, but not limited to facility access and security, access to email and software, hardware returns, and asset management of furniture, fixtures, equipment, and curriculum.
  - g. Social emotional services for staff and students if the school has chosen to make such available; We acknowledge that closure can be traumatic for staff and students. Schools are encouraged to consider making additional counseling services available.
  - h. Assistance with employment transition for staff (such as access to hiring fairs or letters of recommendation) if the school has chosen to make such available.

## C. Ongoing Communication

1. Additional communication with stakeholders will be necessary throughout the closure process.
2. The Communication subcommittee is responsible for ensuring that any necessary communication is timely and accurate.

## F. Financial Dissolution

### A. Expenses

1. Within 15 business days of the date on which written notification of closure was issued a meeting shall be held between the school's business manager, the IPCSC's Finance Manager, and the Team Lead.
2. Additional attendees (such as the school's auditor) may be invited to the meeting by mutual agreement of both required attendees. Any related costs are the responsibility of the school.
3. No later than the start of the scheduled meeting, the school's business manager shall make the following available to the IPCSC:
  - a. A list of every vendor the school has paid in the last 12 months;
  - b. A copy of all arrangements with vendors including: contracts, service agreements, grants, and/or MOUs with all services providers that are currently active or that have been active in the past 12 months;
  - c. A copy of all lease agreements and all long-term loans;
  - d. A list of all insurance policies held by the school (including liability, directors and officers, worker's comp, etc.), including company, policy number, and coverage specifics; and
  - e. All bank statements for the previous 12 months.
4. The meeting agenda for this meeting shall include the following:
  - a. A review of statute, rule, policy, and regulations related to closure as presented by the Closure Team Lead.  
This part of the discussion should consider requirements of the IRS, the Department

of Labor, the Government Accounting Standards Board, as well as the Idaho Charter School Act and rules and policy established by the State Board of Education and the State Department of Education.

- b. A review of projected cash flow through end of operations as presented by the school's Business Manager.  
There will be time to revise this initial projection as closure progresses, and the numbers are expected to shift throughout the process, but this exercise establishes a starting place. Please consider the last allowable draw of funds, payroll through end of contracts, and note that there may be additional closing costs, such as a PERSI buy out, storage costs, or penalties on early lease termination.
- c. Development of a plan for immediately reducing spending to necessities only, which may require board action to suspend or change policies to allow for changes in who has spending authority and at what amounts.
- d. Prioritization of payment of anticipated expenditures, pursuant to Idaho Code.
- e. Documentation of a list of items requiring follow-up and who is responsible for the workload or costs.
- f. Establishment of approximate deadlines for when each account is to be closed.

5. Following the initial meeting, the school's Business Manager shall be responsible to provide the following documentation:

- a. Verification that the school's account has been paid in full with each vendor as accounts are closed;
- b. Verification that the school has met with PERSI and has established a final transmission date;
- c. Documentation that any outstanding PERSI fees are paid;
- d. Verification that the school has met with the board approved auditor and has established a final audit timeline. Note that the timing of this audit may be later than usual; and
- e. Verification of end dates for leases and liability coverage (including property and directors/officers).

## B. Accounting of Assets

- i. The IPCSC shall provide to the school a written guidance document with regard to the sale and dissolution of assets.
- ii. The school shall be responsible to provide the IPCSC and the SDE with a full inventory of all physical assets owned by the corporation within 30 days of the date on which the notice of closure was issued.
- iii. The inventory shall include:
  - a. A description of the item;
  - b. The fund with which each item was purchased; and
  - c. An estimate of the current value of the item.
- D. The Team Lead, the IPCSC's Finance Manager, a representative from the SDE, and the school's Business Manager shall meet to review this inventory within 15 days of receipt of the inventory, and may verify accuracy via thorough on-site review.

## C. Dissolution of Assets

1. All viable special education testing materials shall be distributed to the SDE for redistribution to charter schools based on the agency's determination of need.
2. Property owned by the ESP will be claimed by the ESP. The lease by which this equipment was provided to the school must include an itemized inventory and shall be provided to the IPCSC.
3. Any items purchased with federal funds (excluding special education testing materials) shall be returned to the IPCSC for redistribution to other charter schools. The IPCSC shall retain record of what was received and to whom it was redistributed.
4. The school is responsible to arrange for delivery of assets in an organized and well-labeled manner.
5. All assets purchased with state funds shall be liquidated to the greatest degree possible. Please see the IPCSC's guidance on the sale and dissolution of assets for procedural expectations.
6. When all assets have been redistributed and liquidated, and all creditors have been paid, any remaining funds shall be returned to the Public School Income Fund via the State Department of Education.

## D. Reporting

1. The school shall ensure that an audit completed by an independent auditor is conducted, the audit report is approved by the school's board, and submitted to both the State Department of Education and the authorizer.
2. The school shall ensure that all documentation required to dissolve the school as a business is filed with the IRS, including dissolution of the 501c3.
3. After the sale of assets, and the all checks are cut, any remaining funds shall be returned to the State Department of Education for distribution to operational schools.
4. File final tax reports.
5. Issue W2s for previous tax year.

## IV – Records Management

### i. Records Retention Procedures

1. The school's Lead Administrator is responsible to ensure the proper retention and destruction of records in accordance with the State of Idaho's records retention schedule.
2. The public charter school shall make every effort to transfer all active student records (including the cumulative file and the special education file) to the student's next school of choice prior to the date on which records are scheduled to transfer to the authorizer.
3. The public charter school shall ensure that every student file (active or inactive) includes an official transcript (signed, embossed, etc.) or final report card and a record of where and when the student's records were transferred out of the public charter school's care. This information shall be compiled in a single spreadsheet.
4. The public charter school shall ensure that all records to be transferred to the authorizer (cumulative and special education) are scanned into an electronic format. Costs incurred are the responsibility of the school.

5. The public charter school shall ensure that all records are transferred to the authorizer via a secure file transfer protocol.
6. No employee or former employee of the school shall retain copies or have access to student, employee, or financial records after the employee's end of contract date.

## ii. Records to be Retained

### 1. Student Records:

- a. Student cumulative files shall be retained for five years beyond the student's exit date.
- b. Student special education files shall be retained for five years beyond the student's exit date.
- c. Official transcripts or final report cards for all students who attended the school shall be retained permanently and shall include the name and address of the student, the name of the student's parent(s)/guardian(s), the student's date of birth, the courses attempted by the student and grades earned by the student.
- d. Record of student records transfer shall be retained permanently;

### 2. Personnel Records:

- a. Personnel files shall be retained for five years beyond the employee's termination date.
- b. Personnel files shall include the name, address, and contact information of the employee; employment agreements or contracts signed by the employee, verification of certification (if applicable), and all employee evaluations. No other documentation shall be retained.

### 3. Financial Records:

- a. Monthly expenditure reports for the five years preceding the school's closure date shall be retained. Records shall be destroyed after five years.
- b. Monthly deposit records for the five years preceding the school's closure date. Records shall be destroyed after five years.
- c. All bids received and contracts awarded in the five years preceding the school's closure date. Records shall be destroyed after five years.

- d. Medicaid reimbursement records for seven years prior to the school's closure date. Records shall be destroyed after seven years.
  - e. Bank statements for all accounts for five years preceding the school's closure date. Records shall be destroyed after five years.
  - f. Tax documents shall be retained for the seven years prior to the school's closure date. These documents include but are not limited to IRS forms 941 and 1099. Records shall be destroyed after seven years.
  - g. Annual financial audit reports and annual board approved budgets shall be retained permanently for all operational years. These documents are submitted to the IPCSC annually, and may not need to be re-submitted.
4. Governance Records:
- a. All meeting agendas shall be retained permanently.
  - b. All meeting minutes shall be retained permanently.
  - c. A complete copy of the most recent set of board policy shall be retained permanently.
  - d. A copy of the board bylaws and articles of incorporation shall be retained permanently.
5. School Culture Records
- a. The school's lead administrator shall be responsible to make arrangements for the permanent retention of all school newspapers, yearbooks, and student handbooks through the Idaho Historical Society. The school is responsible for all costs incurred.
6. Records Requests After Closure
- a. The IPCSC shall manage records requests for student transcripts and for personnel files after the school has closed.
  - b. The school shall ensure that the school's URL redirects to the IPCSC's records request page for a minimum of 3 years after the school's closure, at the school's expense.

## V. Governing Board

### iii. Final dissolution

#### 1. Final Board Meeting

- a. In accordance with OML notice a final meeting of the governing board and pursuant to I.C. § 30-30-1001, a vote to dissolve a nonprofit corporation shall be properly noticed and accompanied by the dissolution plan. In this case, the dissolution plan is the closure protocol, which should be near completion by the time this motion is made. This section of Idaho Code also requires that the agenda state that the purpose, or one of the purposes, of the meeting is to consider a resolution to dissolve of the non-profit corporation.
- b. I.C. § 33-5212 addresses the order in which payments shall be made, and state that any remaining assets after all creditors have been paid shall be distributed to the Public School Income Fund. This information should be incorporated into the dissolution motion as it is required to be noticed by the Non-Profit Corporation Act.
- c. A vote in favor of dissolution passes with a majority vote of the board directors.
- d. A copy of the resolution must be provided to the IPCSC with 24 hours of the vote.

#### 2. Meeting Agenda

- a. Approval of the financial audit report (if not already complete).
- b. Approval of any final contracts to be paid (i.e. for the Business Manager to return at the end of the calendar year to prepare final tax documents and distribute to employees).
- c. Appointment of a designee to file dissolution of the school's 501c3 with the IRS and articles of dissolution with the Idaho Secretary of State.
- d. Appointment of a designee to complete any and all final activities that may be necessary.
- e. Signature of any final checks.

#### 3. Articles of Dissolution

- a. Pursuant to I.C. § 30-30-1003, after the dissolution has been authorized, a designee (identified in the dissolution plan) shall files articles of dissolution with the Idaho

Secretary of State. These articles shall minimally include:

- i. The name of the corporation;
  - ii. The date dissolution was authorized;
  - iii. A statement that dissolution was approved by a sufficient vote of the board.
- b. A corporation is effectively dissolved as of the date of its articles of dissolution.
  - c. The school shall provide a copy of the filed articles of dissolution to the IPCSC.
4. A dissolved corporation may continue its corporate existence but may not carry on any activities except those appropriate to wind up and liquidate its affairs.

## B. Claims against a dissolved Corporation

- iv. After the date on which the articles of dissolution are filed, the corporation may dispose of the known claims against it by sending written notice, pursuant to I.C. § 30-30-1005. Written notice must include:
  - a. A description of the information that must be included in a claim;
  - b. A mailing address where a claim may be sent;
  - c. The deadline, by which the dissolved corporation must receive the claim; and
  - d. State that the claim will be barred if not received by the deadline, which may not be fewer than one hundred twenty (120) days from the effective date of the written notice.
- v. The corporation must address any unknown claims against it by publishing a notice Pursuant to I.C. 30-30-1006. The notice must:
  1. Be published one (1) time in a newspaper of general circulation in the county where the dissolved corporation's principal office is or was located, or, if none in this state, in Ada county;
  2. Describe the information that must be included in a claim and provide a mailing address where the claim may be sent; and
  3. State that a claim against the corporation will be barred unless a proceeding to enforce the claim is commenced within five (5) years after publication of the notice.

- vi. Claims will be enforced if the corporation's assets have be distributed in liquidation to any party other than a creditor. A claim may be made by a creditor against the recipient, not to exceed the amount received by the recipient.

### C. Reporting

1. The school shall ensure that all state and federal reporting is complete prior to dissolution. Verification of completed reports shall be made by the IPCSC. Required reports include, but are not limited to the following:
  - a. ISEE final data upload including, but not limited to student, course, teachers, and financial data sets;
  - b. Federal programs final reporting;
  - c. Grant final reporting; and
  - d. The school shall ensure that dissolution of the charter holder's non-profit organization is filed with the secretary of state and shall provide the IPCSC with a copy of this filing;
2. The school shall ensure that the dissolution of the school's 501c3 is on file with the IRS and shall provide the IPCSC with a copy of this filing.

## VI. Final Closure Report Outline

Throughout the closure protocol process, the Closure Team Lead will collect the required documentation and build a final report. The final report will be permanently retained by IPCSC and posted on the IPCSC's website.

### i. Cover Sheet

1. A final closure report must include a cover sheet with the following information:
  - a. The legal name of the school;
  - b. The legal name of the charter holder;
  - c. The address(s) that the school occupied at time of closure;
  - d. Contact information for future questions;

- e. The following links and a statement that more information can be found at these locations,
  - i. [PCSC webpage for this school],
  - ii. [webpage for the meeting at which the charter was approved],
  - iii. [webpage for the meeting at which the charter was nonrenewed or revoked, if applicable], and
  - iv. [webpage for any related hearings]; and
- f. A description of where requests for student transcripts can be made after closure.
- g. A list of the complete closure protocol team.
- h. A list of the following key dates:
  - i. The date on which the charter was approved;
  - ii. The first and final dates on which the school was authorized to serve students;
  - iii. The date on which the school received its final distribution of state funding;
  - iv. The date on which teacher contracts ended; and
  - v. The date on which the charter holder's corporation was dissolved.

## B. Required Attachments, Redacted

1. Final IPCSC Closure Order
2. Final appeal decision (if applicable)
3. IPCSC Notification of Stakeholders Letter
4. List of all vendors, including the name and address of the vendor, a description of the services provided/purchased, and the date on which the IPCSC verified account closure.
5. A list of insurance coverages, including company and the last date of coverage (including health, liability, etc.)
6. A list of all contracts, service agreements, grants, and MOUs to be retained by the IPCSC, including verification of date received.
7. A list of all lease agreements and all long-term debt held by the school at the beginning of the closure protocol, including the company and amount.
8. Documentation of the termination of any leases or loans.
9. Final bank statements indicating account closure.

10. Expense reports for the 12 months preceding dissolution.
11. A copy of the final check cut to the SDE, if applicable.
12. Inventory of assets, including the fund with which each item was purchased, the date of purchase, the estimated value.
13. For assets purchased with federal dollars, also include the final recipient of the asset, and the date of transfer.
14. The charter holder's final dissolution resolution.
15. A copy of the articles of dissolution.
16. A copy of the 501c3 dissolution notification.
17. A copy of the newspaper notice to unknown claimants.
18. Meeting minutes from all meetings of the closure protocol team and all subcommittee meetings attended by the Closure Team Lead.
19. Any other documentation that may provide important details.